



CLATSOP COUNTY
BOARD OF COMMISSIONERS
BUDGET MEETING & REGULAR MEETING
JUDGE GUY BOYINGTON BUILDING, 857
COMMERCIAL ST., ASTORIA

Wednesday, May 08, 2024

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@clatsopcounty.gov

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www.clatsopcounty.gov

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

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

Webinar ID: **885 6340 1072**

Passcode: **293097**

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or during Business from the Public. There are three ways to do this: On our website at [public comment](#), emailing commissioners@clatsopcounty.gov or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. In-person testimony, please fill out a blue comment card and submit to Clerk of the Board. You may also submit written comments which will be provided to the Board and submitted into the record.

BUDGET MEETING

District Budgets 4:00 PM

County-Wide Budget 5:00 PM

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

PROCLAMATION

- [1.](#) Children’s Mental Health Awareness Week Proclamation {Page 4}
- [2.](#) Provider Appreciation Day Proclamation {Page 7}

- [3.](#) Older Americans Month Proclamation {Page 10}

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

CONSENT CALENDAR

- [4.](#) Board of Commissioners Meeting Minutes 3-27-24 {Page 13}
- [5.](#) Jewell Storage Building Construction Contract {Page 21}
- [6.](#) Contributions to Outside Agencies – Human Services Advisory Council Recommendations. {Page 69}
- [7.](#) Set a Hearing Date for the Vacation of portions of County Road No. 148, County Road No. 58, and County Road No. 40, located in the NE 1/4 of Section 23, Township 8 North, Range 8 West {Page 138}
- [8.](#) Approve the 2023-24 Budget and Appropriation Adjustments {Page 148}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

- [9.](#) 2023 – 2024 Special Projects Fund 100 Internal Service Loan Extension {Page 151}
- [10.](#) Approval of the Collective Bargaining Agreement {Page 156}

PUBLIC HEARINGS

- [11.](#) Granting Solid Waste Franchise – Recology Western Oregon Inc. {Page 230}
- [12.](#) Granting Solid Waste Franchise – Waste Management of Oregon Inc. {Page 249}
- [13.](#) Ordinance 24-12 Land and Water Development and Use Code (LAWDUC) Amendment Section 5.3000 {Page 261}

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.clatsopcounty.gov

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

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Children’s Mental Health Awareness Week Proclamation
Category: Proclamation
Presented By: Shaelyn Bangs, Miss Clatsop County Teen

Issue Before the Commission: Proclaiming May 5-11, 2024 as Children’s Mental Health Awareness Week.

Informational Summary: National Children’s Mental Health Awareness Week seeks to raise awareness about the importance of children’s mental health and show that positive mental health is essential to a child’s healthy development.

Children and youth are struggling with anxiety, depression and trauma, and far too many of them are facing these issues alone.

Raising awareness about the importance of child and youth mental health is crucial to helping reduce stigma associated with accessing vital support.

Fiscal Impact: None

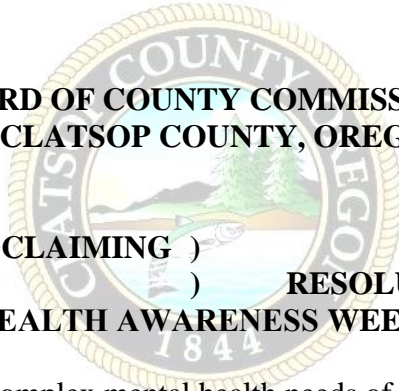
Requested Action:

Approve Resolution and Order proclaiming May 5-11, 2024 as Children’s Mental Health Awareness Week and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



**IN THE MATTER OF PROCLAIMING)
MAY 5-11, 2024 TO BE) RESOLUTION AND ORDER
CHILDREN’S MENTAL HEALTH AWARENESS WEEK)**

WHEREAS, addressing the complex mental health needs of children, youth, and families today is fundamental to the future of Clatsop County; and

WHEREAS, mental health, also known as emotional or behavioral health, is a vital part of every child’s medical health and development. It affects how individuals think, feel, and act. All children and teens have periods of anger, frustration, and sadness. However, for some kids, these feelings can reach a tipping point and interfere with everyday life; and

WHEREAS, families need to know about the availability of free, accessible and inclusive child and youth mental health services and how to access them to help create healthy, thriving and connected communities that support personal growth and well-being; and

WHEREAS, providing early intervention and treatment for child and youth mental health is essential. All children, youth and their families in need of mental health supports must have access to services when and where they need them; and

WHEREAS, for kids who struggle with their mental health, talking to someone and getting extra support or help can make a big difference; and

WHEREAS, mental health challenges in children, adolescents, and young adults are real and, but most importantly, they are treatable and often preventable, and

WHEREAS, it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children’s mental health and well-being, and.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Clatsop County Board of Commissioners does hereby proclaim May 5-11, 2024, as

“CHILDREN’S MENTAL HEALTH AWARENESS WEEK”

in Clatsop County and invites all community members to join in this observance of Children’s Mental Health Awareness Week by recognizing the value of our children’s well-being.

DATED this 8th day of May, 2024.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Provider Appreciation Day Proclamation
Category: Proclamation
Presented By: Eva Manderson, Director of Northwest Regional Child Care Resource and Referral

Issue Before the Commission: Proclaiming May 8, 2024 as Provider Appreciation Day

Informational Summary: Child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide. It provides a lifeline for families, communities and the economy.
Child care programs are mostly small businesses that are run and staffed predominantly by women. These businesses are still recovering from health and financial hardships stemming from the pandemic while striving to meet the needs of families.

Fiscal Impact: None

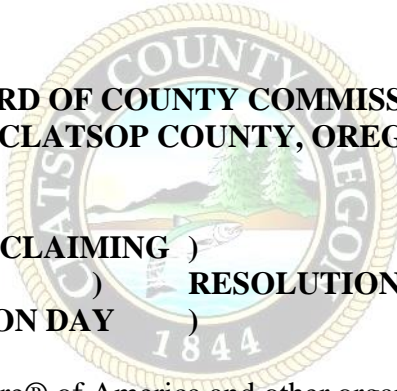
Requested Action:

Approve Resolution and Order proclaiming May 8, 2024 as Provider Appreciation Day and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



**IN THE MATTER OF PROCLAIMING)
MAY 8, 2024 TO BE) RESOLUTION AND ORDER
PROVIDER APPRECIATION DAY)**

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide, and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Oregon’s young children, families, and communities.

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families; and

WHEREAS, Clatsop County and the state of Oregon recognizes that child care has been a lifeline for families, communities, and the economy and as such, has provided much-needed support to providers to help sustain the viability of child care by creating the Clatsop County Child Care Expansion and Retention grant project, increasing investments in agencies that support the recruitment and retention of high quality child care options for families and improving access to programs that support young families.

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children’s future.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Clatsop County Board of Commissioners does hereby proclaim May 8 2024, as

“PROVIDER APPRECIATION DAY”

in Clatsop County and invites all community members to join in this observance of Provider Appreciation Day by recognizing Child Care Providers for their important work.

DATED this 8th day of May, 2024.

BOARD OF COUNTY COMMISSIONERS

FOR CLATSOP COUNTY, OREGON

Board Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Older Americans Month Proclamation
Category: Proclamation
Presented By: Larry Miller, Astoria Senior Center

Issue Before the Commission: Proclaiming May 2024 as Older Americans Month

Informational Summary: This year the theme is “Powered by Connection” which recognizes the importance of social connections and meaningful relationships on health and well-being.
Older Americans Month is a time to encourage individuals, families and friends to connect older adults with local services, such as transportation, that can help them maintain or achieve meaningful relationships.

Fiscal Impact: None

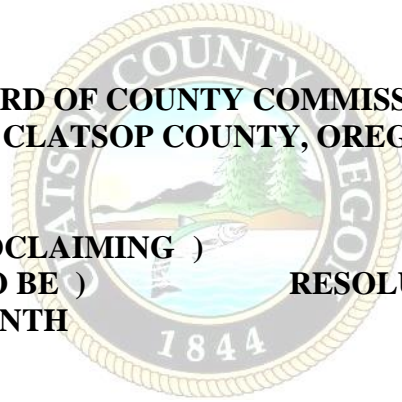
Requested Action:

Approve Resolution and Order proclaiming May 2024 as Older Americans Month and authorize the Chair to read, then sign the proclamation.

Attachment List

- A. Resolution and Order

**THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**



**IN THE MATTER OF PROCLAIMING)
THE MONTH OF MAY TO BE) RESOLUTION AND ORDER
OLDER AMERICANS MONTH**

WHEREAS, our nation's older adults are an invaluable and cherished part of our community, contributing immeasurably to our society through their wisdom, experience, and resilience; and

WHEREAS, Older Americans Month is a time to recognize and celebrate the countless contributions of our seniors, and to reaffirm our commitment to creating communities that honor and support their needs, aspirations, and well-being; and organizations like the Astoria Senior Center and the Northwest Senior & Disability Services recognize the need to create a community that provides the service and supports older adults; and

WHEREAS, the Administration for Community Living acknowledges the importance of fostering environments that promote the health, dignity, and independence of older adults, ensuring they have access to vital services and supports that enable them to thrive and actively participate in all aspects of community life; and

WHEREAS, the theme for Older Americans Month 2024, "Powered by Connection," underscores the imperative of creating inclusive communities that are age-friendly, where individuals of all ages can live, work, and play together in harmony, recognizing the unique contributions and needs of older adults; and

WHEREAS, as we honor our seniors this month, we reaffirm our commitment to advocating for policies and initiatives that enhance the quality of life for older Americans, including affordable and accessible healthcare, housing, transportation, and social services;

NOW, THEREFORE, BE IT HEREBY RESOVED that the Clatsop County Board of Commissioners does hereby proclaim May 2024 as

“Older Americans Month”

In Clatsop County and invites the community to celebrate the remarkable achievements and enduring legacy of our seniors. Let us rededicate ourselves to creating a society where every older adult can age with dignity, respect, and the opportunity to flourish.

DATED this 8th day of May, 2024.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board Chair

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**Clatsop County
Board of Commissioners
Minutes
Wednesday, March 27, 2024**

REGULAR MEETING: 6:00 PM

FLAG SALUTE

The Pledge of Allegiance was recited.

ROLL CALL

PRESENT

Chair Mark Kujala
Vice Chair Courtney Bangs
Commissioner John Toyooka
Commissioner Pamela Wev
Commissioner Lianne Thompson

AGENDA APPROVAL

Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the agenda.

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

BUSINESS FROM THE PUBLIC

Ozarch Orak, 596 Alameda, Astoria. *See hereto Exhibit A.*

CONSENT CALENDAR

Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson to approve the Consent Calendar.

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

1. Board of Commissioners Minutes 2-14-24 {Page 41}
2. Board of Commissioners Meeting Minutes 2-28-24 {Page 47}
3. County Road #148 Vacation Petition {Page 54}
4. Approve the 2023-24 Budget and Appropriation Adjustments {Page 62}

COMMISSIONER'S LIAISON REPORTS

Commissioner Wev had no reports.

1 Vice Chair Bangs reported that interviews were being held for the childcare grant.
2 Commissioner Thompson reported that she, Chair Kujala, and the Assistant County
3 Manager sought congressional support last week for several matters. Chair Kujala
4 added that they had discussed the economic impact of the Habitat Conservation Plan
5 (HCP) and requested funding for the Westport Ferry access road, affordable and
6 transitional housing for Copeland Commons and Esperanza Village, public safety radio
7 equipment, 911 operations, courthouse security, coastal resiliency, and Tongue Point
8 economic development. They had the opportunity to speak with representatives,
9 senators, and their staffs. He planned to continue to follow up in pursuit of their
10 requests. Commissioner Thompson also reported she attended the Association of
11 Oregon Counties (AOC) summit meeting where they discussed on how to move forward
12 when faced with deflection programs. In response to the unintended consequences of
13 Ballot Measure 110, she wanted to coordinate with law enforcement, social workers,
14 and mental health providers to help people regain their lives. She reported that the Land
15 Conservation and Development (DLCD) Commission would be doing more work with
16 housing and look at cultural areas as they related to Goal 5. She also reported that
17 Business Oregon would have a seismic rehabilitation grant advisory committee meeting
18 in May, where engineering firms would be evaluating proposals to do seismic
19 rehabilitation for police, fire, and schools.

20 Commissioner Toyooka reported that students were out of school for spring break. He
21 was attending a varsity tournament in Newport that Seaside High School was
22 participating in. He attended the Clatsop Economic Development Resources (CEDR)
23 meeting to discuss the impact of the HCP on local businesses.

24 Chair Kujala reported that he had promised to provide elected officials with a white
25 paper on the economic impacts of the HCP. He had received good feedback from
26 Senator Wyden after he had looked at the County's requests. Representative
27 Bonamici's earmark process would provide another opportunity to make requests.

28 **COUNTY MANAGER'S REPORT**

29 County Manager Bohn reported that a recall election would be held on April 30th for four
30 of the Elsie Vinemapple Fire Department Board seats. If the board does not have a
31 quorum after the election, the County Commission would appoint enough members to
32 provide a quorum.

33 **BUSINESS AGENDA**

34 5. Ambulance Service Area Advisory (ASAA) Committee Appointments {Page 65}

35 Justin Gibbs, Emergency Management Director, presented the Staff report on the
36 ASAA Committee appointments and requested the Commission appoint Dr.
37 Brenda Smith.

38 Commissioner Wev said Dr. Smith was well qualified, had worked all over the
39 Northwest, and specialized in emergency medical care.

40 *Motion: "Approve the appointment of Dr. Brenda Smith to the Clatsop County*
41 *Ambulance Service Area Advisory Committee to fill the Physician Familiar with*

1 EMS position, with a term beginning on April 1, 2024 and expiring on March 31,
2 2027.”

3 Motion made by Commissioner Wev, Seconded by Vice Chair Bangs.
4 Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,
5 Commissioner Wev, Commissioner Thompson
6

7 6. IGA with Oregon Judicial Department for Release Assistance Officer {Page 76}

8 Kristen Hanthorn, Lieutenant, presented the Staff report on the proposed
9 intergovernmental agreement (IGA) with the Oregon Judicial Department (OJD).
10 The OJD would provide the officer and the County would provide grant funding,
11 which was already budgeted.

12 Motion: “Approve IGA with Oregon Judicial Department and authorize County
13 Manager to execute. Authorize County Manager to execute any amendments.”

14 Motion made by Vice Chair Bangs, Seconded by Commissioner Thompson.
15 Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,
16 Commissioner Wev, Commissioner Thompson
17

18 7. 2024-2025 Drug Court Treatment Service Contract {Page 84}

19 Lieutenant Hanthorn presented the Staff report on the proposed contract with
20 Clatsop Behavioral Healthcare (CBH), describing the services that CBH provided
21 and listing the funding sources.

22 Commissioner Thompson shared her appreciation for the work done by
23 Lieutenant Hanthorn, Sheriff Phillips, Amy Baker, Viviana Matthews and others
24 providing a continuum of care.

25 Motion: “Approve contract with Clatsop Behavioral Healthcare to provide services
26 to Drug Court participants. Authorize county manager to execute
27 Personal/Profession Contract C8551 with Clatsop Behavioral Healthcare in an
28 amount not to exceed \$240,000.00.”

29 Motion made by Commissioner Thompson, Seconded by Vice Chair Bangs.
30 Voting Yea: Chair Kujala, Vice Chair Bangs, Commissioner Toyooka,
31 Commissioner Wev, Commissioner Thompson
32

33 **PUBLIC HEARING**

34 8. Ordinance 24-11: Southwest Coastal Community Plan {Page 94}

35 Gail Henrikson, Community Development Director, presented the Staff report on
36 the proposed amendments to the Southwest Coastal Community Plan.

37 County Counsel Pope conducted the second reading of the ordinance.

38 Commissioner Wev stated she believed it was premature to approve this plan
39 without first establishing a definitive procedure for dealing with a cap on short
40 term rentals.

1 Vice Chair Bangs asked if the plan was still under review. Director Henrikson
2 explained that in February, the water district had submitted a draft water
3 management conservation plan. The information in that plan differs from what is
4 currently shown on the State agency website. The plan has not been released for
5 public comments, nor has it been authorized or approved by the Water
6 Management Resources Department. Therefore, the data in the plan is
7 considered draft data. Draft data is not typically included in adopted plans.

8 Vice Chair Bangs asked if the County could withhold the draft data and put new
9 information in its place. Director Henrikson confirmed there was an amendment
10 process. However, everything associated with the Comprehensive Plan was
11 nothing more than a snapshot in time that provides a foundation for policy
12 making. The data is constantly changing and the Comprehensive Plan could be
13 amended as often as desired. Adoption of the plan, with or without the data,
14 would not change how the water district functioned and would not affect land use
15 decisions.

16 Vice Chair Bangs said this topic seemed to be controversial for the community.
17 She was concerned that this plan would be used as reference material and
18 therefore did not want the plan to include misinformation, especially since more
19 data would be coming. Director Henrikson responded that the data only existed
20 to provide background information. The data was included in other community
21 plans and in Goal 5, which was adopted in January. She reiterated that the data
22 would not impact land use planning.

23 Commissioner Thompson recommended the data be removed from the plan
24 since there was no agreement as to what the data was. She believed removing
25 the data was best for this particular district because of the complexity and long-
26 standing contention around the issues, even if that meant the data had to be
27 removed from Goal 5 as well. The Board does not have the authority to sign off
28 on building permits; the elected members of the water districts have that
29 authority. She believed the County Manager had previously suggested
30 alternative language.

31 County Manager Bohn responded that data in any community plan could be a
32 point of contention. The goal was to be consistent and the plan simply relays
33 data that is available. Amending all of the community plans and Goal 5 seemed
34 onerous, however, the Board has the discretion to amend the documents. The
35 data could be updated when it is submitted to the State, but the County's
36 approach should remain consistent. The plan could include language that
37 references the data without including the actual data.

38 Chair Kujala opened the public hearing and called for public testimony. Seeing
39 none, he closed the public hearing.

40 Chair Kujala said he preferred to approve the ordinance now and if new data
41 becomes available, it could be referenced in the adopted plan. Passing all of the
42 other community plans with the data and then doing something different with this
43 community plan was not consistency.

1 Vice Chair Bangs confirmed with Director Henrikson that the data was published
2 on the Oregon Health Authority's website. Instead of including all of the data
3 tables, the plan could just cite the website address. This could be done for all of
4 the data tables used by the County to maintain consistency. Since the State
5 would be constantly updating its data, the county would not have to continue
6 updating the tables included in plans and documents.

7 Chair Kujala was concerned that Commissioners were getting too hung up on the
8 water, which does not impact the Board's work or the Comprehensive Plan. He
9 confirmed with Director Henrikson that the water did not even need to be
10 referenced in the plan.

11 Director Henrikson added that water district information was referenced in this
12 plan for consistency, as it was also referenced in the other community plans and
13 the Comprehensive Plan.

14 Commissioner Wev believed that the water district issues and water data were
15 not required in community plans. Director Henrikson clarified there was no
16 requirement to have community plans.

17 County Manager Bohn noted that the data was on water system capacity. He
18 confirmed with Director Henrikson that the number under dispute was the current
19 capacity reported by the water district to the State. In the meantime, a new
20 submittal was included in the water district's conservation plan. The plan could
21 reference the source of the data. However, he advised against updating all of the
22 County's reference points, plans, and goals by replacing the data with citations to
23 the source of the data.

24 Director Henrikson noted that website addresses change, so it was possible that
25 links to websites containing the referenced data would need to be updated.

26 Chair Kujala clarified that the Board wanted assurance that once the new data
27 was published, it would be used.

28 Director Henrikson responded that she was concerned about creating a
29 precedent in which every time a number is changed by a State agency, Staff
30 would be held accountable for making sure that change gets into a plan. Staff did
31 not have the capacity to do that work, but Staff would do as directed by the
32 Board.

33 Commissioner Thompson stated this mattered to her because the area included
34 her neighborhood and her water district. She understood people had gone to the
35 architect with plans but were denied approval to build before the water
36 moratorium was legally enacted. The alternative to connecting to the water
37 district was to install a \$50,000 to \$60,000 water catchment system. She did not
38 want to create special circumstances, but she was concerned that this type of de
39 facto land use planning was not based on accepted data. The water district
40 drilled an additional well and has additional water designated for emergency use
41 only that could be available for use. She has been told by experts that the aquifer
42 was adequate to supply the entire district. The Board does not have the authority
43 or the professional skills to make a decision. She wanted the land use process to

1 be reasonable and she believed consistency was good. She preferred that the
2 Board address this unique set of problems without getting into the business of
3 deciding the actual number.

4 Commissioner Toyooka asked if the State's live data link could be referenced
5 without requiring the County to update data as it changed.

6 Vice Chair Bangs suggested the data links could be referenced and Staff could
7 review the links annually to make sure they were still active. She reiterated that
8 she believed this should be done for all of the County's plans.

9 County Manager Bohn recommended the data link only be included in the
10 Southwest Community Plan because it would be a lot of work otherwise.

11 Director Henrikson confirmed with County Counsel Pope that updating links
12 could be changed as a scrivener's error and no ordinance would be necessary.

13 *Motion: "Approve Ordinance 24-11 with the following amendment to Page 8:
14 remove the data from the last paragraph and cite only the link to the data on the
15 Oregon Health Authority website."*

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

19
20 **GOOD OF THE ORDER**

21 Commissioner Wev said she believed AOC's process for discussing the new law to
22 replace Measure 110 was a smooth process. She had received several calls from
23 people wanting to know what the clinic in the jail looked like. She believed Staff would
24 also receive a lot of inquiries about the County's deflection process.

25 Commissioner Thompson said she was glad the Comprehensive Plan update process
26 was complete.

27 Vice Chair Bangs believed the County should enter the 21st Century by using links in the
28 Comprehensive Plan.

29 **ADJOURNMENT**

30 There being no further business, the meeting was adjourned at 7:05 pm.

31
32 Approved by,

33
34
35 _____
36 Mark Kujala, Chair

March 27, 2024

Clatsop County Board of Commissioners Meeting

Re: LiFEBoat Services and the distribution of HB5019 funds into Clatsop County

Hello, my name is Osarch Orak, Executive Director of LiFEBoat Services. We have suspended our daytime services due to lack of funding and are currently operating a year-round low-barrier Shelter. Though beds alone do save lives, without supportive services, it is not a sustainable option if we are hoping to truly rehabilitate and house people in the long term.

Our organization was unilaterally cut out of the initial Rapid Rehousing funding, and the most resent SPA funding, over 2 million dollars of state money intended to assist houseless people into housing has been contracted solely to CCA's existing programs. According to the state's definitions of allowable uses of those funds, many aspects of our housing navigation services do qualify and had we been allotted even a tiny fraction of those funds, our daytime services would still be running. The MAC group, which was intended to be a collaborative group of local non-profit and community leaders discussing, and voting, on how emergency order and future state funds should be dispersed in our county, has instead turned into a group in which county staff and CCA administrators inform partner agencies of how they have decided money is going to be dispersed. Coincidentally, all the money, aside from LiFEBoat Services shelter bed funds, has gone directly to CCA. This is leaving an enormous gap in services and quite honestly it is a slap in the face to the other agencies, us included, who are doing a tremendous amount of work in getting people equipped to enter CCA's programs, which we were just recently informed do not include application fee's, background checks, or ID acquisition. We cannot continue to fill these gaps in services for much longer. We cannot understand why this funding is not being spread out amongst the organizations that do, and have always done, low barrier, direct services work with the houseless population.

When we were made aware that we were not receiving any rapid rehousing funds, we pivoted plan to provide 24-hour Navigation between our two locations. Stripping the Daytime Navigation and leaving the Shelter operation pieces. With the 1076 Franklin space, we will be able to begin check-in in earlier, alleviating the line up at the door downtown, store guest's larger belongings so as to avoid

having carts and wagons on Commercial street, serve our evening meal in a proper dining setting (rather than their bunks at 1040 Commercial), provide a full clothing closet as our closet was displaced from 1040 in order to accommodate beds, provide showers several times throughout the evening (since there is not enough time to get everyone a shower between check-in and lights out at 1040 Commercial), and finally our shelter staff would have more space, and time, to assist people with paperwork and advocacy with the goal of getting them off the streets.

Unfortunately, despite getting this use of funds approved on a state level, we have been told by the county that shelter activities at 1076 Franklin will not be reimbursed with shelter funds coming into our organization. This has further halted our attempts to offer wrap-around shelter services to our population. We are requesting that the county please approve our ability to utilize the 1076 Franklin space for extended shelter services and that you reexamine how state funds, intended to get people off the streets, are being dispersed. Under the current system, the steps between sleeping on a shelter bed to being in an apartment are being completely ignored, and without supporting the agencies who are doing this on the groundwork, I foresee a block in our county's progress.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Jewell Storage Building Construction Contract
Category: Consent Calendar
Presented By: Terry Hendryx, Public Works Director

Issue Before the Commission: Approval of a contract with Wickwire Contracting LLC for the construction of the Jewell Storage Building.

Informational Summary: The Clatsop County Public Works Road Department conducted an Invitation to Bid for the construction of a new storage building at the Public Works Jewell Substation. The work consists of constructing the foundation and building pad along with constructing a pre-fabricated metal building that the Public Works Department had previously purchased.

On April 16, 2024 the Public Works Department held a bid opening for the Invitation to Bid for the project. The following were the bid results:

Paramount Ironworks	\$610,765.00
ATK Construction Inc.	\$498,000.00
Helligso Construction Co.	\$488,042.00
Wickwire Contracting LLC	\$386,268.00

The lowest bid was from Wickwire Contracting LLC.

Fiscal Impact: The project is budgeted in the Road Maintenance & Construction Fund.

Requested Action:

Approve the contract with Wickwire Contracting LLC in the amount of \$386,268.00 and authorize the County Manager to sign the contract and any amendments.

Attachment List

- A. Contract with Wickwire Contracting LLC
- B. Attachment A referenced in the contract

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

Contract No. C8683

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and Wickwire Contracting 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 \$386,268.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform by August 30, 2024, inclusive, the following specific services:

- A. The Work: All materials, labor, equipment and incidentals, and to perform all work shown on the maps and drawings and described in the specifications for the project “Invitation to Bid for Jewell Storage Building Project 2024”, scope of work/project description and the Bid Proposal – Attachment A.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.
- C. 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 District or 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 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the performance 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 or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
 - b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after

receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.

- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.
- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works

bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.

- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
 - p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.
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/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**.
11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
12. **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 the **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, the **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. The **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.
13. **Ownership and Use of Documents.** All documents, or other material submitted to the **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 Law.
14. **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** 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.
15. **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

\$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. 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)

_____ (Comments)
(Contractor's Initials) TW

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 Commission.

FOR COUNTY:

Signature Date

Printed Name

Title

Contractor Address:
84904 Edenvale Road
Pleasant Hill, OR 97455

FOR CONTRACTOR:

Tanner Wickwire  4/24/2024
Digitally signed by Tanner Wickwire
DN: cn=US,
email=t.wickwire@themisgroup.com,
cn=Tanner Wickwire
Date: 2024.04.24 08:14:48-07'00'

Signature Date

Tanner Wickwire

Printed Name

Owner

Title

ATTACHMENT A



Clatsop County Public Works Jewell Storage Building Project 2024 Clatsop County, Oregon Invitation to Bid

If you want to be included on a bid holders list, please send confirmation of bid download to the following email address: roads@clatsopcounty.gov or by fax to 503 325 9312. Include the project name, your company name, address, contact name, phone number and email address.

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

Bid Opening: April 11, 2024

Jewell Storage Building Project 2024

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*See original Invitation to Bid for plan attachments

Bidding Requirements

Invitation to Bid

Clatsop County is conducting an Invitation to Bid for construction of a new storage building at our Jewell substation located at 79554 Highway 202 in Seaside. Plans and specs are available on the County website at <http://www.clatsopcounty.gov>. Plans can also be viewed at 1100 Olney Ave, Astoria, Or 97103. Contractor shall furnish all labor, materials and equipment as described herein. Sealed bids will be received by the County Engineer, Dean Keranen, at 1100 Olney Ave., Astoria, OR 97103 until 2:00 p.m. on April 11th, 2024, when they will be opened and publicly read. Any bid received after the time specified will not be considered. Faxed or electronic bids will not be accepted. Bid bond equal to ten percent of the total bid is required. Project is for Public Works subject to ORS 279C.800 to 279C.870. The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids if it is deemed to be in the public interest to do so.

Scope of Work

Background

Clatsop County Public Works Department is conducting an Invitation to Bid for construction of a new storage building at our Jewell substation located at 79554 Highway 202 in Seaside. The structure is a steel structure with a concrete foundation.

Objective

Clatsop County Public Works Department is looking to have the building constructed per the attached design plans and other documents.

Execution

The work to be done under this contract consists of the following:

- Provide all equipment, materials, labor and incidental work necessary to complete the contract according to the plans, specifications and permits for the project. The Steel building components (aside from the anchor bolts) and insulation have been purchased and are on-site.
- Contractor will comply with all OSHA safety guidelines.
- Preconstruction meeting is required two (2) weeks prior to proceeding with work.
- Clatsop County will provide surveying for building offsets to the four corners of the buildings and the storm line construction.
- Clatsop County will provide a flat site near the finish pad elevation for construction of the building.
- Contractor is responsible for all foundation excavation. Spoils from excavation may be left in a pile on site at a location determined by the Jewell Foreman.
- Contractor to install the drainage system for the two south bays per the plan provided.
- Contractor to construct the foundation and building pad per the design plans by Wisner Engineering taking into account bolt locations indicated on the building plans by Braemar Building Systems. Bolt sizes are per Braemar. Bolt lengths and embedment are per Wisner. Anchor bolts shall be supplied by the contractor. Do not use the garage door rain guard detail in Wisner plans. Option of recessed threshold at garage doors to be chosen at time of construction from the options provided.
- Contractor to construct steel building in accordance with Braemar Building System plans. Contractor is solely responsible for accurate, good quality workmanship in erecting this building in conformance with this drawing, details referenced in the drawing as well industry standards pertaining to proper erection including proper use of temporary bracing. See design plans for additional notes and instructions.
- Upon completion of construction, contractor shall remove all temporary appurtenances used for the project.
- Overhead doors and electrical work to be done under separate bids.

Proof of Competency and Qualification of Bidders

1. Bidders shall be required to furnish evidence, satisfactory to the Owner, that the bidder and the bidder's proposed subcontractors have sufficient means and experience in the types of work required to assure completion of the Contract in a satisfactory manner.
2. A contract will be awarded only to a responsible bidder, qualified by experience and in a financial position to perform the work specified.
3. Bidder shall submit with their bids the following evidence of eligibility:
 - a. Evidence that bidder is licensed by the appropriate government agencies to perform the work specified.
 - b. Experience record showing bidder's training and experience in similar work.
 - c. List a brief description of projects of similar size and/or complexity satisfactorily completed, with location, dates of contracts, names of contracts, and names, addresses, phone numbers and email addresses of the owners.

Contact List

Project Manager	Ted McLean	503 325 8631
Project Manager Cell Phone	Ted McLean	503 791 2907
Public Works Director	Terry Hendryx	503 325 8631
County Engineer	Dean Keranen	503 325 8631

Information for Bidders
Clatsop County Public Works Jewell Storage Building Project 2024

Time of Project Completion

- Proposed to complete all project work by June 30, 2024. If this timeline is not able to be met, bidder shall provide a proposed date of completion within the bid forms.
- Work of the contract shall continue without delay or interruption once it has begun.

Time and Place for Receiving Proposals

Sealed bids will be received at the Clatsop County Public Works Office of Dean Keranen, County Engineer, 1100 Olney Avenue, Astoria, Oregon 97103, until 2:00 p.m. on April 11, 2024 at which time they will be opened and read aloud. Bids shall be submitted in a sealed package or envelope clearly marked with the project name along with the return name and address of the proposer and the due date identified on the outside.

Bidders Checklist

The bidder's attention is especially called to the following forms, which must be executed in full before the bid is submitted:

- (a) Bid Proposal Forms
Proposal sheets are to be filled in, either typed or in ink, and signed by the bidder.

Bid Schedule
The unit price (if any) must be shown in the space provided. The unit price shall be used as the determining factor in case of error in price extension.
- (b) First-Tier Subcontractor Disclosure submitted within two hours of bid deadline. A First Tier Subcontractor Disclosure Form is required for public improvements with an estimated value of more than \$100,000.
- (c) Non-Collusion Affidavit is to be completed.
- (d) Bid Bond
A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check of bidder for 10% of the amount bid shall be attached to all bids as bid security.
- (e) Additional documents as required under the Proof of Competency and Qualification of Bidders section.
- (f) The Bid Forms must be returned on or before the date specified.

(g) The County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the County that it is in the public interest to do so.

Project Schedule

EVENT	DATE/TIME & LOCATION
Deadline for requests for interpretations	April 4, 2024 at 4:00 p.m.
Bid Opening	April 11, 2024 at 2:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
First-Tier Subcontractor Disclosure form	April 11, 2024 at 4:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
Preliminary Bid Results	Will be published on County’s website at www.co.clatsop.or.us
Notice of Intent to Award issued	Will be published on County’s website at least 7 days prior to Award of Contract,
Estimated Award of Contract	May 8, 2024
Execution of Contract	Following Award of Contract and contractor submission of required documents as per this Invitation To Bid
Time of (Contract) Completion (unless modified by in accordance with contract provisions)	June 30, 2024 unless otherwise agreed upon

Addenda

County will not mail notice of Addenda, but will publish notice of any Addenda on County’s Web site. Addenda may be downloaded off the County’s web Site at <http://www.co.clatsop.or.us>. Offerors should frequently check the County’s web site until closing; at last once daily the week of closing.

Contract Terms

The successful bidder for a public improvement contract shall promptly execute and deliver to Clatsop County:

- (a) A Performance Bond in an amount equal to the full contract price, conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Performance bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon and payable to Clatsop County.

- (b) A Payment Bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600. Payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon and must be payable to Clatsop County.
- (c) Contractors must have a Public Works Bond in the amount of \$30,000 filed with the Oregon Construction Contractors Board before starting work on a contract or a subcontract for a public works project. A contractor or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000, unless exempted under ORS 279C.836. Form is available online at the Bureau of Labor.
- (d) Clatsop County Contract for Construction to be executed by the successful bidder.
- (e) Certificate of Insurance - Property and General Liability Certificates of Insurance satisfying the requirements as stated herein will be required.
- (f) Certificate of Insurance - Workers Compensation Coverage - Certificate of Insurance satisfying the requirements as stated herein will be required.
- (g) Time for Agency Acceptance – Contractor’s offer must be a Firm Offer, valid and binding on the Offeror for not less than 60 days from closing.
- (h) Bidder must promptly execute contract and deliver performance bond, payment bond and proof of insurance, or forfeit the bid security that accompanied the bid.

Bidder acknowledges that he/she is aware of, fully understands and intends to comply with documents and regulations that are hereby made a part of these specifications:

- Prevailing Wage Rates in accordance with ORS 279C.800 to 279C.870.
- Non-discrimination in awarding of subcontracts in accordance with ORS 279A.110.
- ORS 279A.120 regarding local bidder preference.
- Contractor certifies that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board, or for work as a landscape contractor has a current, valid landscape contractors’ license issued pursuant to ORS 671.560 by the State Landscape Contractors Board.
- Contractor certifies that they are in compliance with the Oregon tax laws in accordance with ORS 305.385.
- ORS 279C.580 regarding contractor’s relations with subcontractors.
- ORS 279C.525 regarding Environment and natural resources regulations.

- ORS 279C.605 regarding notice of claim.
- ORS 279C.510 (1) regarding salvaging and recycling of demolition debris.
- ORS 279C.600 thru ORS 279C.6610 regarding Action on Payment and Public Works Bonds.
- ORS 279C.650 thru ORS 279C.670 regarding Termination of Contract for Public Interest Reasons.
- The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause, including Bidder responsibility under ORS 279C.375(c)(b), any or all bids if it is deemed to be in the public interest to do so.

Liquidated Damages

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate of five hundred dollars (\$500) per day for every day that the project remains uncompleted beyond the agreed upon time period.

Prevailing Wage Rates

The “Prevailing Wage Rates for Public Works Contracts in Oregon” dated January 5, 2024, and any amendments are hereby included in these specifications by reference. The wage rates can be accessed at:
http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

Project Plans

Contractor will complete the project in accordance with this invitation to bid and the plans, specifications and permits located within the referenced attachments.

Questions and requests for interpretations shall be directed to:

Dean Keranen, PE, County Engineer
 1100 Olney Avenue
 Astoria, OR 97103
 Phone: 503-325-8631 dkeranen@clatsopcounty.gov

Any Bidder that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents or has doubt as to the meaning, shall make a request for interpretation in writing, to the contact point listed above. The deadline for the request for interpretations can be found in the project schedule table. An addendum will be issued if a substantial clarification is in order.

The County shall make interpretations, corrections, or changes of the Invitation to Bid in writing by published addendum only. Interpretations, corrections, or changes in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

Bid Forms

Bid Proposal Form
Clatsop County Public Works Jewell Storage Building Project 2024

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the bid documents: "Proposal and Specifications for the Clatsop County Public Works Jewell Storage Building Project 2024, Invitation to Bid, Information for Bidders, Special Provisions, Prevailing Wage Rates, Bid Forms, and Contract, on file in the office of the Public Works Department office at 1100 Olney Avenue, Astoria, Oregon and are hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Bid Documents;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the Bid Documents;

That he will comply with the provisions of ORS 279C.840 regarding prevailing wage rates and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated and will not discriminate against minority, women, or emerging small business enterprises or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontracts;

That he is not in violation of any Oregon Tax Law;

That he is registered with the Construction Contractors Board as required by ORS 701.055

That he has an employee drug testing program in place in compliance with ORS 279C.505(2)

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment and to perform the work in full accordance with said Specifications in the quantity(ies) and Price(s) as shown on Schedule of Prices.

Bid Proposal – 1

Addendum Receipt (if any)

The receipt of the following addenda to Specifications is hereby acknowledged. Attach additional sheets if more than three (3) addendums.

ADDENDUM NO. 1 DATE: 4-9-2024

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name	Address
<u>TANNER WICKWIRE</u>	<u>676 S Taylor St. Madella, DE,</u>
_____	_____
_____	_____
_____	_____

The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name, address and phone number of the surety's local agent are as follows:

Name of Surety Bond Exchange - WEST

Name of Agent John Pappalardo

Address 800 Howe Ave Ste 210 Sacramento, CA 95825

Phone Number 855.420.6840

Bidder acknowledges that he is aware of the provisions of ORS 279C.375. This law requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in that bidder's home state. In other words, if the low bidder is from a state that grants a 10 percent preference to local bidders, the Oregon agency must add 10 percent to that bidder's bid price when evaluating the bid.

Bid Schedule
Clatsop County Public Works Jewell Storage Building Project 2024

Item #	Description	Quantity		Unit Price	Total Price
1	Installation of drainage system for south bays	1	Lump Sum	\$21,818 ⁰⁰	21,818 ⁰⁰
2	Foundation and Building pad Construction including Excavation and backfill	1	Lump Sum	\$180,500 ⁰⁰	180,500 ⁰⁰
3	Steel Building Construction	1	Lump Sum	\$183,950 ⁰⁰	183,950 ⁰⁰

Bidder Name W2ULWIRE CONTRACTING LLC Total \$ 386,268⁰⁰

Proposed date of completion if unable to meet the proposed deadline of June 30, 2024:

August 30, 2024

Pursuant to ORS 279A.120 the bidder is directed to complete the following:

- | | YES | NO |
|---|----------|-------|
| 1. Is bidder a resident bidder? | <u>X</u> | _____ |
| 2. Has bidder paid Oregon unemployment and income taxes within the last 12 months immediately preceding this bid? | <u>X</u> | _____ |
| 3. Does bidder have a business address in Oregon? | <u>X</u> | _____ |
| 4. If you are a non-resident bidder: _____ % is the preference granted by your resident state to local bidders. | | |

Dated: 4-15-2024

Bidder: Wickwire Contracting LLC

Signature: 

Printed Name: TANNER WICKWIRE

Title: owner

Address: 676 S Taylor Ct Molalla OR - TANNER'S Address

Phone: 541-852-7525

Email: Tanner.Wickwire@icloud.com

Federal Tax I.D. No.: 92-1079425

Oregon Contractors Board Registration: 243625

Business Address: 84904 Edenville Rd. Pleasant Hill OR 97455

Instructions for Non-Collusion Affidavit

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that is in the public interest to do so. This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF OREGON)
County of LANE)

I state that I am TANNER WICKWIRE of WICKWIRE Contracting LLC and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.


(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary of other noncompetitive bid.

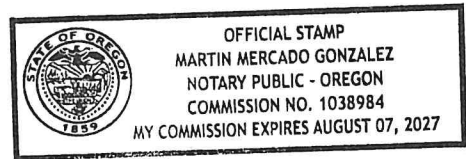
(5) WICKWIRE Contracting LLC, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that WICKWIRE Contracting LLC understands and acknowledges that the above representatives are material and important, and will be relied on by Clatsop County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clatsop County of the true facts relating to the submission of bids for this contract.

Sworn to and subscribed before me this 15 day of April, 2024



NOTARY PUBLIC FOR OREGON
My Commission Expires:
AUGUST 7, 2027



**CLATSOP COUNTY
STANDARD PUBLIC IMPROVEMENT CONTRACT
Bid Bond**

We, Wickwire Contracting LLC, as "Principal,"
(Name of Principal)
and American Contractors Indemnity Company, an Insurance Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clatsop County ("Obligee") the sum of (\$ 44,000)

Forty-four Thousand dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as:

Jewell Storage Building Project 2024 which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 16th day of April, 2024.

PRINCIPAL: Wickwire Contracting LLC

By [Signature]
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: American Contractors Indemnity Company

BY ATTORNEY-IN-FACT:

David Gonsalves

Name
[Signature]
Signature

801 S Figueroa Street, Suite 700
Address

Los Angeles, CA 90017

City State Zip

3036499163

Phone Fax





Clatsop County

Public Works

1100 Olney Ave.
Astoria, OR 97103
Ph: (503) 325-8631 \ Fax: (503) 325-9312
www.co.clatsop.or.us

Clatsop County Public Works Jewell Storage Building Project 2024 Addendum #1 – April 9, 2024

The invitation to bid for the Jewell Storage Project 2024 has the following amendments:

1. The Bid Opening Date is extended to Tuesday, April 16, 2024 at 2:00 p.m. First Tier Subcontractor Disclosure form due date extended to April 16, 2024 at 4:00 p.m.
2. Wisner Engineering Foundation Plans – See revision 1 on Sheets S100 and S101 on the attached Sheets.
3. Scope of Work, page 5 of the Invitation to Bid, add, “Contractor to install building insulation per industry standards. Insulation is on site. Insulation is 6” rolled insulation.”
4. Scope of Work, page 5 of the Invitation to Bid, after, “Clatsop County will provide a flat site near the finish pad elevation for construction of the building.” add, “Gravel pad elevation shall be near elevation 527 which is the proposed finish floor of the building.”
5. Clarification of additional questions asked:
 - a. There is power and water available on site
 - b. There is approximately 25’ of clear space between the back of the building and the on site ditch/swale with this narrowing to approximately 11’ at the NW corner of the building.

**CLATSOP COUNTY
STANDARD PUBLIC IMPROVEMENT CONTRACT
Bid Bond**

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clatsop County ("Obligee") the sum of (\$ _____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as:

_____ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

Contract Forms

Clatsop County Contract for Construction

This Contract 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 _____, 2024, inclusive, the following specific construction services:

- A. Provide all materials, Labor, equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

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 District or 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 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract. ORS 279C.505(1)(a)
- b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract. ORS 279C.505(1)(b).
- c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c)

- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- e. Demonstrate that an employee drug-testing program is in place. ORS 279C.505(1)(d).
- f. Salvage or recycle construction and demolition debris if feasible and cost-effective. ORS 279C.510(1).
- g. Promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515(1).
- h. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. Make payment to any person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).

- k. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100. The employee shall be paid at least time and a half pay as provided for in ORS 279C.520.
- l. Pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- m. If Contractor is a subject employer, Contractor will comply with ORS 656.017. ORS 279C.530(2).
- n. Comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. Comply with ORS 279C.550 thru 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.
- p. Comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.
- q. Contractor shall include in each subcontract for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and an interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. Comply with ORS 279C.605 regarding Notice of Claim.

- s. Comply with Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870.
- t. Pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).
- u. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee is paid by Clatsop county.
- v. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).
- w. Certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.
- x. Environmental and natural resources regulations. ORS 279C.525.

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/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**.

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

12. **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 the **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, the **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. The **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.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **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 Law.

14. **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** 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 **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).

15. **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 \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. 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)_____

 (Comments)

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 Commission.

FOR COUNTY:

FOR CONTRACTOR:

 Signature Date

 Signature Date

 Title

 Title

Contractor Address:

Performance Bond

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay +/-unto Clatsop County the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Clatsop County, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clatsop County, its Commissioners and Clatsop County (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

**Clatsop County
Standard Public Improvement Contract
Payment Bond**

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clatsop County the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Clatsop County, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clatsop County, its Commissioners, and Clatsop County (name of any other Owner agency), and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or

its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

Special Provisions Part 00100

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2024
(STANDARD SPECIFICATIONS)
OREGON DEPARTMENT OF TRANSPORTATION
MODIFIED AS FOLLOWS

Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.00 Organization of Specifications - Add the following to the end of this subsection:

Certain Sections contain statements under payment subsections to the effect that payment will be made at the contract amounts for the following items. It is intended that payment will be made only for those items listed in the Bid Schedule for a particular project.

00110.20 Definitions -

Add: Commission - "Clatsop County Board of Commissioners"

Add: Commission Services Office - Clatsop County Public Works Department.

Add: County - Clatsop County, including employees of the County authorized to administer this contract.

Add: Department - Clatsop County Public Works Department.

Engineer - Delete definition and replace with "Clatsop County Engineer and its authorized representatives, acting either directly or indirectly as authorized agents of the County".

Add: Proposal Booklet - Bid forms section of the "Proposal and Special Provisions" document prepared by the County, which includes required information regarding proposals. A separate booklet is not prepared for proposals.

Section 00120 - Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete this subsection.

00120.01 General Bidding Requirements – Delete this subsection and replace with the following:

Bidders may obtain Bids by paper and/or through the internet (electronic) or both. Bids must be submitted with paper only.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Delete this subsection and add the following:

Upon request, the Clatsop County Public Works Department will provide prospective bidders with a viewing copy of the "Proposal and Special Provisions" and plans for the advertised project. Proposal booklets may be purchased at the department office. The Oregon Standard Specifications For Construction – 2024 (also a part of these specifications by reference) may be reviewed in the office of the Public Works Department and may be purchased at the Oregon State Department of Transportation Procurement Office in Salem.

00120.10 Bid Booklet - Delete this subsection.

00120.40 Preparation of Bids - Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.40(a) General - Delete this subsection and substitute the following:

Do not alter the bid documents except to complete the certification and statements as required and to insert the bid bond. When the bidder's authorized representative has signed the proposal, the bidder agrees to all certifications and statements contained within the contract documents. Entries in the proposal shall be in ink or typed. Signatures shall be in ink.

When the proposal is submitted, all documents in the proposal section, including a bid bond, shall be properly completed and bound together.

No electronic bids will be accepted.

00120.40(c)(2) – Delete this subsection

00120.40(f) - Delete this subsection and substitute ORS 279C.370.

00120.45 Submittal of Bids –

(a) Paper Bids – Delete and replace subsection with the following:

Paper bids may be submitted by mail, parcel delivery service to the offices and addresses, and at the times given in the Proposal Booklet. Submit paper bids in a sealed envelope provided by the bidder.

Paper bids submitted after the Bid closing time will not be opened and will be returned to the bidder.

(b) Electronic Bids – Delete this subsection

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete this subsection and substitute:

(a) Paper Bids

A bidder may withdraw a proposal after it has been delivered to the County, if the bidder (or his agent) makes the request in person to the County office designated to open the bids before the time set for opening.

(b) Electronic Bids – Delete this subsection

00120.70 Rejection of Nonresponsive Bids - Delete this subsection and substitute ORS 279C.395.

00120.90 Disqualification of Bidders - Delete "Not been prequalified as required by 00120.00."

Section 00130 - Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - In the third paragraph change 30 calendar days to 60 calendar days.

00130.10 Award of Contract – Delete the second sentence in the third paragraph and in the last paragraph change 30 calendar days to 60 calendar days.

00130.15 Right to Protest Award – Delete this subsection and substitute ORS 279C.460.

00130.40(a) Performance and Payment Bonds - Delete this subsection and substitute ORS 279C.380.

00130.40(c) Workers' Compensation - Delete this subsection and substitute the following:

Provide County with a Certificate of Insurance confirming coverage as required by 00170.61(a) and 00170.70(c).

00130.50(a) By the Bidder - In the first paragraph, delete " ODOT Procurement Office - Construction Contracts Unit" and substitute "the place designated for receipt of bids".

00130.50(b) By the Agency - Delete "7 Calendar Days" and replace with "21 Calendar Days" and delete "legal sufficiency approval from the Attorney General" and substitute "Clatsop County Board of Commissioners".

00130.70 Release of Bid Guaranties – Delete this subsection and substitute ORS 279C.385(3).

00130.90 Notice to Proceed - Delete this subsection.

Section 00150 - Control of Work

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.15(c) Contractor Responsibilities - Add the following:

Preserve all survey monuments in their original position and condition as directed by the Engineer or as indicated on the plans.

00150.50(c) Contractor's Responsibilities - Add the following:

The Contractor shall comply with ORS 757.542 to 757.557, Utility Regulation.

00150.95 Final Acceptance - Add the following:

The Contractor shall be required to remedy or correct any defects in the completed construction that has been a part of this contract that may appear within two (2) years from the date of completion of the project. The Contractor's acceptance of the supplemented final payment shall in no way relieve him of the responsibility of faulty workmanship furnished by him. The County shall with a reasonable promptness give notice to the Contractor of defects noted. The Public Works Director shall decide all questions arising thereto subject to arbitration.

Section 00160 - Source of Materials

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.40 Agency-furnished Sources – Delete this subsection and replace

No Agency-Furnished sources are being offered for use on this project. All material sources shall be provided by the Contractor.

Section 00165 - Quality of Materials

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

00165.03 Testing by Agency – Delete this subsection and add: Any check-tests or review tests to be performed by the Agency will be sent to a certified testing firm of their choice. The results of the tests will be made available to the contractor.

00165.40 Statistical Analysis - Delete this subsection.

00165.50 Statistical Acceptance Sampling and Testing - Delete this subsection.

00165.70(c) Contractor Request for Testing Assistance - Delete this subsection.

Section 00170 - Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses and Taxes - Add the following:

Contractor will be working as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Contractor will be responsible to provide for their employees and agents any benefits as a result of payments pursuant to this agreement for Federal Social Security, Unemployment Insurance or Public Employee's Retirement System Benefits.

00170.61(a) Workers' Compensation - Add the following:

The Contractor, its Subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers.

The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Worker's Compensation Law (ORS Chapter 656) and is solely liable for any worker's compensation coverage under this Contract. Contractor agrees that Contractor and other persons retained by Contractor to perform work under this Contract shall be

insured according to ORS 656.407 prior to commencement of work under this contract, and that Contractor and such persons shall remain so insured during the term of this Contract. The Contractor shall also comply with the Unemployment Compensation Act of the State of Oregon. The Contractor shall provide the County, before commencing work, a certificate of insurance showing protection for its workers under the Workers' Compensation Act and registration with the State Unemployment Compensation Commission.

Section 00180 - Prosecution and Progress

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.20 Subcontracting Limitations - There are no special items applicable to this contract.

00180.20(c) Rental of Operated Equipment - Delete this subsection.

00180.21 Subcontracting: (a) General - Delete the first 3 paragraphs and add the following:

Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the contract, either in whole or in part, without the Agency's prior written consent. Unless otherwise agreed by the Agency in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Agency consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation has occurred unless the Agency otherwise agrees in writing.

00180.41 Project Work Schedules – Delete this subsection and add the following:

The Contractor shall submit a project schedule to the County.

The project schedules shall take into account the orderly, timely, and efficient prosecution of the work. The project schedules shall indicate the Contractor's plan of prosecution of the work in sufficient detail to enable both the Contractor and the County to plan, coordinate, appraise, document, and control their respective contract responsibilities.

When completed, the Contractor's approved project schedule shall represent the Contractor's own plans for the project. It shall be the Contractor's responsibility to ensure that all of the work is described in the project schedule and that it represents the sequence and time planned for the work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the

contract. Slack or float time as expressed in the project schedule does not exist for the exclusive use of either party to the contract and belongs to the project.

Project reporting - The Contractor shall review the project schedule and progress with the Engineer periodically. Upon the request of the Engineer or when the Contractor's approved project schedule no longer represents the contractor's own plans or expected time for the work, the project schedule shall be updated and a joint progress meeting shall be held between the Engineer and the Contractor. At this meeting, project events and changes will be reviewed for their effect on the Contractor's approved project schedule. After any necessary action has been agreed upon, the required changes will be made to the project schedule.

Project schedule costs - There will be no separate payment for developing, furnishing, monitoring, or updating the project schedules as payment therefore will be included in payment for one or another of the listed bid items.

The Contractor's failure to provide the schedules, schedule information, progress reports, or schedule updates at the times required herein shall cause progress payments under this contract to be suspended until the required data is provided to the Engineer unless the Engineer waives the provisions of this subsection in writing.

00180.42 Preconstruction Conference – Delete this subsection and add the following:

Prior to the commencement of work a preconstruction conference is required. The conference is to be between the Contractor and the County at a mutually agreed time. This requirement may be waived upon written request to the Engineer.

00180.50 Contract Time to Complete Work – The time allowed to complete the contract is stipulated in the Solicitation Documents.

00180.85 Failure to Complete on Time; Liquidated Damages – Add the following to this subsection:

The following liquidated damages apply for failure to complete the work on time:

The per diem amount of liquidated damages which will apply to this contract for failure to complete the work on time is \$500 per calendar day.

Section 00190 - Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20 (g) Agency-Provided Weigh Technician - Delete this subsection.

Section 00195 - Payment

Comply with Section 00195 of the Standard Specifications, supplemented and/or modified as follows:

00195.10 Payment for changes in Material Cost - Delete this subsection.

00195.50 Progress Payments and Retained Amounts - Delete the last paragraph and add the following:

At the end of each month the contractor shall submit to the Engineer, an application for partial payment. The County shall make payments on account of the contract, as provided, within thirty (30) days after receipt of the Engineer's approval of the contractor's application for partial payment.

00195.50 (b) Retainage - Delete this subsection and add the following:

The Amount to be retained from the progress payments to protect the County's interests shall be 5 percent of the value of the work accomplished according to 00195.90, unless otherwise specified.

Section 00199 - Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications, supplemented and/or modified as follows:

00199.20(b) Written Notice – Substitute "in writing" for "on form 734-2887"

00199.40(b) Step 1: Region Level Review - substitute Public Works Director for Region-level reviewer.

00199.40(c) Step 2: Agency Level Review - substitute Public Works Director for Contract Administration Engineer.

At the request of the Contractor, the Public Works Director shall, upon presentation to him, make prompt decisions in writing on all claims of the County or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

00199.40(d) Step 3 Arbitration; Claims Review Board - Delete this subsection and substitute the following:

Demand for Arbitration: Any dispute or any decision of the Public Works Director which is subject to arbitration shall be submitted to arbitration upon the demand of either party to the dispute.

The Contractor shall not cause a delay of the work due to the pendency of arbitration proceedings, except with the written permission of the Public Works Director, and then only until the arbitrators have had an opportunity to determine whether or not the work shall continue until deciding upon the matters in dispute.

The demand for arbitration shall be delivered in writing to the Public Works Director and the adverse party, either personally or by registered mail to the last known address of each, within ten (10) days of the receipt of the Public Works Director decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If the Public Works Director fails to make a decision within a reasonable time, a demand for arbitration may be made as if his decision has been rendered against the demanding party.

Arbitrators: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the County, or the Contractor, or the Public Works Director, or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator, otherwise there shall be three, one named in writing, by each party to this Contract, to the other party and the third chose by those two arbitrators, or if they should fail to select a third within fifteen (15) days, then he shall be appointed by the presiding officer, if a disinterested party, of the Bar association nearest to the location of the work. Should the party demanding arbitration fail to name an arbitrator within ten (10) days of his demand, his right to arbitration shall lapse. Should the other party fail to name an arbitrator within said ten (10) days, then said *presiding officer shall appoint such arbitrator within ten (10) days, and upon his failure to do so then such arbitrator shall be appointed on the petition of the party demanding arbitration by a judge of the State Court in the District where such arbitration is to be held.

The said *presiding officer shall have the power to declare the position of any arbitrator vacant by reason of refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) days after the same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter must be re-heard unless a re-hearing is waived in the submission (the statement of the matters in dispute between the parties to be passed upon by the arbitrator) or by the written consent of the parties.

If there be one arbitrator his decision shall be binding; if three, the decision of any two shall be binding in respect to both matters submitted and to the procedure followed during the arbitration.

Such decision shall be a condition precedent to any right of legal action.

Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Public Works Director, either personally or by registered mail to the last known address of each of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of law and fact relating to both the subject matter of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person as each select, subject to the disciplinary power of the arbitrators if such representation shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Public Works Director shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands the arbitrators may render their decision without the evidence which might have been elicited there from, and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing dully acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before hearing testimony, shall be sworn by an officer authorized by law to administer an oath, Faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition, to each of the parties to the controversy and to the Public Works Director. Judgment may be rendered upon the award by the Federal Court or the highest State Court having jurisdiction to render same.

The award of the arbitrators shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this section otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Public Works Director shall not be deemed a party of the dispute. He is given the right to appear before the arbitrators to explain the basis of his decision and give such evidence as they may require.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Contributions to Outside Agencies – Human Services Advisory Council Recommendations.

Category: Consent Calendar

Presented By: Monica Steele, Assistant County Manager

Issue Before the Commission:

Board approval of Contributions to Outside Agencies in the amount of \$30,000

Informational Summary:

The Board of County Commissioners budgeted \$30,000.00 of general fund dollars to distribute in the 2023-24 FY to outside non-profit agencies within Clatsop County.

A request for proposals was distributed throughout the county with an emphasis on funding programs that would provide countywide services to our community, demonstrate return on investment, and align with the Board’s strategic priorities and.

The application process was conducted, reviewed and scored by the Human Services Advisory Council proposal review subcommittee.

The subcommittee was formed from the Human Services Advisory Council to conduct the funding request process. This subcommittee consisted of three of the nine-member council. The subcommittee included the following members:

1. Julia Weinberg
2. Nicole Maki
3. Linda Dugan-Winstanley

A total of 11 applications were submitted for a total of \$68,918 in requested funding. A total of five proposals are recommended for approval.

The committees scores for the applications were then taken to the entire Human Services Advisory Council for approval to proceed to the Board of Commissioners.

The scoring criteria included:

- Consistent with HSAC Mission
- Diverse population/area served

- Works collaboratively
- Community need
- Serves largest number in need
- Demonstrates impact
- Ability to operate and achieve goal
- If previously funded, how utilized (not all receive this score and scoring was adjusted accordingly to allocate for)

The Human Services Advisory Council recommends the following social services agencies for funding:

Recommended Funding	Requested Amount	Recommended Amount	Total Score	Percentage of Total Score Available
Clatsop Community Action	\$ 5,000.00	\$ 5,000.00	80	89%
LiFEBoat Services	\$10,000.00	\$ 10,000.00	79	88%
Clatsop Emergency Food Bank	\$ 3,000.00	\$ 3,000.00	75	83%
First Steps Center for Autism and DD	\$ 5,000.00	\$ 4,000.00	72	80%
Helping Hands Reentry Outreach Centers	\$10,000.00	\$ 8,000.00	72	80%
	\$33,000.00	\$ 30,000.00		

Based on direction provided by the Board of Commissioners in August of 2023 a minimum grant recommendation per grantee in the amount of \$5,000 was established, with the exception of a lesser amount if that was all that was being asked for by the grantee. This recommendation to change the minimum amount was based on acknowledgement of the amount of staff time many of these non-profit agencies were putting into the grant application process.

Grant applications submitted but not being recommended for funding based on scoring criteria and availability of funds include the following agencies:

1. Astoria Lions Sight and Hearing (34)
2. CMH Ambulatory Care Program – Not eligible as a not-for profit agency
3. Grace SNAC (55)
4. Grace Food Pantry (52)
5. NWRESO Sensory Library – Not eligible as a county wide taxing district
6. Nourish Those in Need (61)

These proposed recommendations were discussed at the April 24th Board work session and are now being brought before the Board for approval.

Fiscal Impact:

This is a budgeted \$30,000 expense in the 2023-24 FY from discretionary General Funds.

Requested Action:

Authorize the County Manager to sign the Non- Profit Funding Agreements between Clatsop County and the approved non-profits as recommended by the Human Services Advisory Council.

Attachment List

- A. All 2023 – 2024 Applications Submitted
- B. Awarding Criteria

Contributions to Outside Agencies – Awarding Criteria

Requirements:

The County's goal in making contributions to not-for-profit organizations in Clatsop County is to provide funding for programs that target those priorities around developmental disabilities, mental health, alcohol and drug prevention/treatment, and addressing our homelessness crisis. In making contributions to these organizations, the County requires programs to meet the following criteria:

Application is complete, including an attached budget (see template below), and submitted via webform by the advertised deadline. Copy of application is provided below for preparation purposes only. All applications must be submitted via webform.

Organization is a non-profit and operates within Clatsop County.

Follows a mission that is consistent with County priorities, specifically the goals of the current Clatsop County Strategic Plan and the Human Services Advisory Council's tasked areas of interest, which are services for developmental disabilities, mental health, alcohol drug prevention/treatment, and homelessness.

Additional Criteria:

- Organizations should clearly state any of the following applicable factors so they can be taken into consideration. Clatsop County HSAC will give preference to the programs meeting the following criteria:
- Program provides services that are available to county residents, of diverse backgrounds and geographic areas throughout the county.
- Organization works collaboratively with other organizations and actively seeks and receives significant portions of their funding from organizations other than the county.
- Addresses a need that is currently not being addressed by other organizations.
- Serves the largest number of those most in need socially or economically.
- Organization demonstrates the impact these funds will have and their ability to effectively operate and achieve the focused goal of the program being proposed with the funds that would be provided.
- If the organization has received funds previously through Clatsop County and how those funds were utilized.

Organizations/fiscal sponsors who will NOT be considered:

- Political Organizations
- For-Profit Businesses
- County Departments/Divisions

Project funds shall not be used for:

- Capital construction
- Capital expenditures
- Operational expenses

Online Grant Application: Submission #16

Date & Time	Wed, 10/18/2023 - 17:00
Name of Program/Project to be funded by Grant	Astoria Lions Charities, Inc. Sight and Hearing Assistance Program
Total Amount Requested	\$5000
Contact Name	Ray Montgomery
Title	Charities, Inc. President
Phone	971-286-8009
Email	astorialionsclub1942@gmail.com
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	Astoria Lions Charities, Inc.
Address	P.O. Box 924 Astoria, Armed Forces (Canada, Europe, Africa, or Middle East). 97103 United States
Name of Organization Leader	Ray Montgomery
Leader Title	Charities, Inc. President

Phone [971-286-8009](tel:971-286-8009)

Leader Email rhmontg0354@gmail.com

Brief 200 word summary

With this FY 2023-2024 submission, we continue our sight and hearing assistance program which started serving Clatsop County residents in 1990. Our assistance program funded by Astoria Lions Charities, Inc. Inc. the 501 (c) 3 arm of the Astoria Lions Club, provides assistance to correct and/or improve vision and hearing for no and low-income residents of Clatsop County. We continue to be the last source of such assistance, helping those who are unable to pay for glasses or hearing aids. Approved applicants are given vouchers redeemable at our service providers located in Warrenton. Our voucher provides for a vision or hearing examination, the purchase and manufacture of corrective lenses, the purchase of eyeglass frames/hearing aids/ear molds, and patient fitting fees. By satisfying a county-wide, unmet need for sight and hearing assistance, we help our clients to live better and more satisfying lives. In this way, we fulfill our motto - "We Serve."

Type of Organization 501 (c)3

How long has organization been in existence? 9 years

Vision and Mission Statement

Astoria Lions Charities, Inc. raises funds for and operates our Sight & Hearing Assistance Program that serves no- and low-income, qualifying Clatsop County residents. Our vision is to provide this service to as many residents as we can depending upon available funds. Unfortunately, the need for such assistance will always be with us. Our program operates primarily on grants; augmented by small amounts generated by our annual garage sale.

What other organizations do you work collaboratively with and how?

Unfortunately, we lost three sight/vision service providers due to negative COVID-19 impacts. Vista Optical is our new provider but at a higher cost to the club (was: \$135 max/client, now: \$284 max/client). We continue to work with many partners including: Oregon Lions Sight and Hearing Foundation (OLSHF), Bayside Audiology, Oregon’s Department of Human Services, Northwest Senior and Disability Services, Clatsop Community Action, Helping Hands Reentry Outreach, Clatsop Behavior Health, the County Court System, and Clatsop Family Health Center. Each of these organizations refer clients to us. Working with these partners reflects our commitment to a County FY 2023-2024 Tier 2 priority associated with the Social Service Focus Area: Homelessness Initiatives/Activities by assisting clients who are unhoused. Our efforts also contribute to a County Tier 3 priority: Behavioral Health Crisis Stabilization Plan by assisting county residents with various behavioral issues. Providing them glasses can contribute to better outcomes.

Received Past Funds?

Yes

2021 - \$5,000; 2022 - \$1,000; 2023 - \$2,500

Past Funding Details

2021 and 2022 funds completely expended via sight and hearing vouchers issued to county residents. 2023 funds are being spent via vouchers now.

How long has the program or project been in existence?

34 years

Geographic area(s) served by the program or project? (must be within Clatsop County)

All of Clatsop County. We are the only Lions Club in the county.

Number of people expected to be served?

60

Target Population

40000

Program or Project is consistent with the following county priorities

Developmental Disabilities, Mental Health, Alcohol and Drug Abuse, Homelessness

Developmental Disabilities: We worked with caseworkers and in-home care givers in the past to help the client receive eyeglasses.

Mental Health: We work with various community service organizations such as Clatsop Community Action, Helping Hands Reentry Outreach, and Clatsop Behavior Health to help their clients.

How is the program or project consistent with the goals you checked above?

Alcohol and Drug Abuse: We worked with another Lions Club last year to help our client receive eyeglasses while enrolled in a court-mandated, drug rehabilitation program in Corvallis.

Homelessness: Every year, we assist people who are homeless and use GENERAL DELIVERY as their only mailing address. We also work through other service organizations (e.g., Clatsop Community Action, The Harbor) who on our behalf, interface with their clients. They basic assist us in communicating with the applicant throughout the application process.

How is this program addressing a need that is not currently being addressed by other organizations?

Unfortunately, we continue to be the last resort provider for eyeglasses and in some cases, hearing aids. Clients tell us that the Oregon Health Plan they are enrolled in does not provide eyeglass assistance and they cannot purchase glasses. In other cases, clients have no insurance at all and have trouble applying for benefits. Depending on the financial state of the client, our club will also pay the small hearing aids offset fee that is the normally the responsibility of the client.

Organization's Annual Budget 8230

Program or Project Annual Budget 8230

Fiscal Sponsor (if applicable)

Sponsor Phone

Sponsor Email

Add HSAC Budget

Summary Document to Application [2024 Grant Template Inputs Budget 10 18 23.docx](#)

Online Grant Application: Submission #17

Date & Time	Mon, 10/23/2023 - 15:48
Name of Program/Project to be funded by Grant	Personal Care Pantry Program
Total Amount Requested	\$5000
Contact Name	Viviana Matthews
Title	Executive Director
Phone	971-308-1031
Email	vmatthews@ccaservices.org
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	Clatsop Community Action
Address	364 9th St. Astoria, Oregon. 97103 United States
Name of Organization Leader	Viviana Matthews
Leader Title	Executive Director
Phone	971-308-1031

Leader Email

vmatthews@ccaservices.org

The Personal Care Pantry program provides people across the county with access to household cleaning and personal hygiene products—items that are necessary to maintain cleanliness and dignity.

This includes things like: Disinfectant; Shampoo & Conditioner; Bar Soap; Razors & Shaving Cream; Toilet Paper; Laundry Detergent; Paper Towels; Dish Soap; Household Cleaner and Diapers.

These items are often overlooked by other programs of support and care. SNAP benefits do not cover these basic necessities.

Brief 200 word summary

This program is not funded by government grants or other established sources. CCA relies on community donations and ad-hoc support to keep the Personal Care Pantry alive.

Whether providing the tools for care for individuals who do not have access to regular facilities (toothbrushes and toothpaste, hand soap, feminine products, deodorants and the like are essential for individuals without a bathroom of their own), or providing the tools required to maintain health standards in a home, the Personal Care Pantry program helps individuals and families maintain health and well-being, easing their financial hardship and improving their wellness.

Type of Organization

501 (c)3

How long has organization been in existence?

1984

Vision and Mission Statement

Clatsop Community Action's mission is to help people meet housing, food, and other basic living needs: "We're here to help."

What other organizations do you work collaboratively with and how?

In addition to the suite of housing services provided by Clatsop Community Action, we have developed long-term collaborative partnerships with a wide variety of social service providers that we link together with clients in need of housing and other supportive services. These ongoing collaborative partnerships reflect the commitment these organizations have to working alongside CCA in ensuring clients are aware of the services available to them and have ready access to a range of housing assistance options. CCA is proud to engage with this diverse group of community partners that support our mission and join us in ensuring the health and well-being of our rural populations. These dedicated partners include mental and behavioral healthcare providers, domestic violence support providers, housing and shelter providers, educational resource centers, employment service providers, and food insecurity resource agencies.

Clatsop Community Action works closely with agencies such as Helping Hands, The Harbor, United Way of Clatsop County, Northwest Oregon Housing Authority, Providence Seaside Hospital, Columbia Memorial Hospital, as well as many other agencies in Clatsop County, to provide comprehensive supportive services to those most in need in our community

Received Past Funds?

Yes

Past Funding Details

2011-2012: \$17,007. Regional Food Bank (RFB), Resource Guide Printing, Case Management, Supportive Housing Services, Energy Assistance. | 2016-2017: \$4,925. Same as above. 2018-19: \$5,000. RFB | 2019-20: \$2,000. RFB | 2020-21: \$2,000. RFB | 2021-22: \$2,000. RFB | 2022-23: \$5,000. Personal Care Pantry program

How long has the program or project been in existence?

20+ years

Geographic area(s) served by the program or project? (must be within Clatsop County)

The personal care pantry program is available to all residents of Clatsop County. We stock inventory at several locations throughout the county: in our Astoria office, at Clatsop Community College, and at Providence Hospital Seaside. Our Homeless Liaison, Community Health Worker, and Mental Health and Drug and Alcohol Navigator programs are mobile teams that distribute Personal Care supplies across the breadth of the county during regular outreach efforts.

Number of people expected to be served?

900

Target Population

900

Program or Project is consistent with the following county priorities

Developmental Disabilities, Mental Health, Alcohol and Drug Abuse, Homelessness

The Personal Care Pantry program plays a crucial role in supporting individuals and families facing economic hardship within our community.

The Personal Care Pantry focuses on providing essential personal and household hygiene products to residents in need. While it serves all county residents, it has a significant impact on those facing various challenges, including developmental disabilities, mental health issues, alcohol and drug abuse, and homelessness.

Many of these individuals and families often struggle to access even the most basic personal care items, which can further exacerbate their existing challenges.

Through the Personal Care Pantry, we ensure that residents in need have access to items like Depends, shampoo, hand soap, toothbrushes, toothpaste, feminine products, combs, brushes, toilet paper, dish soap, household cleaner, and laundry soap. These items may seem basic, but for those grappling with the mentioned challenges, having consistent access to them can make a substantial difference in their daily lives.

By offering these essential products, the Personal Care Pantry helps alleviate some of the burdens faced by vulnerable populations in our community. This, in turn, contributes to their overall well-being, self-esteem, and dignity, which are fundamental aspects of addressing the challenges related to developmental disabilities, mental health, alcohol and drug abuse, and homelessness.

How is the program or project consistent with the goals you checked above?

The Personal Care Pantry program offered by CCA addresses a unique and critical need in our community that is not comprehensively met by other organizations. While there are food assistance programs like SNAP (Supplemental Nutrition Assistance Program) that help with groceries, there is often a significant gap in providing essential personal and household hygiene products to those facing economic hardship.

How is this program addressing a need that is not currently being addressed by other organizations?

Many low-income individuals and families struggle to afford basic personal care and home hygiene products, and these items are not covered by SNAP benefits or widely available through traditional food assistance programs. This unmet need can lead to significant challenges in maintaining personal health, cleanliness, and overall well-being.

CCA's Personal Care Pantry steps in to fill this gap by providing a range of essential health and home hygiene products. These items, including toiletries, cleaning supplies, and personal care products, are vital for maintaining personal health, cleanliness, and dignity. By offering these products, the program ensures that individuals and families in need have access to often-overlooked essentials that contribute to their overall quality of life.

Organization's Annual Budget

3447243.50

Program or Project Annual Budget

15000

Fiscal Sponsor (if applicable)

Sponsor Phone

Sponsor Email

Online Grant Application: Submission #20

Date & Time	Wed, 10/25/2023 - 15:27
Name of Program/Project to be funded by Grant	Clatsop Emergency Food Bank - Personal Hygiene Program
Total Amount Requested	\$3000
Contact Name	Bill Landwehr
Title	President
Phone	5037915548
Email	bill.landwehr@gmail.com
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	Clatsop Emergency Food Bank
Address	1103 Grand Ave, Astoria, Oregon. 97103 United States
Name of Organization Leader	Bill Landwehr
Leader Title	President
Phone	5037915548

Leader Email

bill.landwehr@gmail.com

Brief 200 word summary

The Clatsop Emergency Food Bank - Personal Hygiene Program provides households receiving food assistance some personal hygiene products. We primarily stock toothbrushes, toothpaste, deodorant, feminine products, shampoo, soap, toilet paper and paper towels. The personal hygiene products are purchased from local vendors.

Type of Organization

501 (c)3

How long has organization been in existence?

48 years

Vision and Mission Statement

Our mission is to aid the people primarily located in the Astoria area by providing food and personal hygiene products. The food primarily comes from the Oregon Food Bank network and Clatsop Community Action. Personal hygiene supplies are purchased locally from donations and grants from the County and City.

What other organizations do you work collaboratively with and how?

We work with the Regional Food Bank and Clatsop Community Action agency. Most of our food is purchased from them.

Received Past Funds?

Yes

Past Funding Details

We received \$2,000 for the fiscal year 2023-2024. These funds were used to purchase personal hygiene products.

How long has the program or project been in existence?

Approx 5 years

Geographic area(s) served by the program or project? (must be within Clatsop County)

The majority of our clients are from the Astoria area. Once in a while we do have clients show up from outside our area. We do not turn anyone away.

Number of people expected to be served?

6000

Target Population

15000

Program or Project is consistent with the following county priorities

Developmental Disabilities, Mental Health, Alcohol and Drug Abuse, Homelessness

How is the program or project consistent with the goals you checked above?

We have clients that probably fit into all the County priority categories. We do not screen them or turn any away.

How is this program addressing a need that is not currently being addressed by other organizations?

We are not aware of any other organizations/food banks in the County that provide personal hygiene products to individuals in need.

Organization's Annual Budget

20000

Program or Project Annual Budget

5000

Fiscal Sponsor (if applicable)

Sponsor Phone

Sponsor Email

HSAC Grant Funding to Outside Agencies 2023-2024: Submission #3

Date & Time	Wed, 02/01/2023 - 12:30
Name of Program/Project to be funded by Grant	Columbia Memorial Hospital Ambulatory Care Program
Total Amount Requested	\$13918.18
Contact Name	Jeffrey Chow
Title	Outpatient Pharmacy manager
Phone	503-338-4560
Email	jchow@columbiamemorial.org
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	Columbia Memorial Hospital
Address	2111 Exchange St Astoria, Oregon. 97103 United States
Name of Organization Leader	Erik Thorsen
Leader Title	CEO
Phone	503-325-4321

Leader EmailEthorsen@columbiamemorial.org

**Brief 200 word
summary**

Ambulatory care pharmacy is a specialized branch of pharmacy that focuses on providing comprehensive pharmaceutical care to patients in an outpatient setting. In Clatsop County, where access to healthcare services may be limited due to its rural nature, ambulatory care pharmacists play a vital role in providing accessible and high-quality healthcare.

Ambulatory care pharmacists ensure proper medication usage, offer medication education, and manage chronic conditions like high blood pressure and diabetes.

Additionally, pharmacists collaborate with local healthcare providers, helping to bridge healthcare gaps and enhance patient care.

The CMH ambulatory care pharmacy program is looking forward to expanding its pharmacists' ability to care for low-income or underserved Clatsop County community members. Pharmacists rely on essential medical devices such as blood pressure monitors and continuous glucose monitors to make informed healthcare decisions.

Although medical devices are proven to produce better health outcomes and improve overall quality of life, these devices come at a cost, which may be a barrier for some patients. CMH Ambulatory Care Program is expecting to utilize funds granted toward providing low-income/underserved Clatsop County community members with these medical devices at no cost.

Type of Organization

501 (c)3

**How long has
organization been in
existence?**Since 1880

Vision and Mission Statement

Mission: We help people live their healthiest lives.
Vision: CMH is a national leader in rural health care, improving the health and well-being of our community and beyond. We offer state-of-the-art care to meet the healthcare needs of the region. We collaborate with other organizations and providers to deliver the best care to our patients and promote wellness in our community. We invest in our caregivers, facilities, and technology to support the delivery of safe, quality care. Sound financial stewardship ensures we fulfill our commitment to the community to provide accessible care. Robust employee engagement supports a strong, healthy organization, making CMH the best place to work.

What other organizations do you work collaboratively with and how?

Columbia Memorial Hospital and Oregon Health & Science University (OHSU) have enjoyed a collaborative relationship since 2008. Since then, the relationship has grown to touch cancer care, emergency care, telemedicine, and all of our medical groups, including specialties, primary care, women's health, urology, and more.
In May 2023, Columbia Pacific CCO started providing funding and collaboration in order to grow the CMH Ambulatory Care Program and help it become self-sustaining.

Received Past Funds?

No

How long has the program or project been in existence?

Since April 2020

Geographic area(s) served by the program or project? (must be within Clatsop County)

Clatsop County - Clinics located in Astoria, Warrenton, and Seaside

Number of people expected to be served? 264

Target Population 800

Program or Project is consistent with the following county priorities Developmental Disabilities, Mental Health, Alcohol and Drug Abuse, Homelessness

Ambulatory care pharmacy plays a crucial role in assisting individuals with mental health issues, homelessness, developmental disabilities, and substance abuse disorders by providing specific services and interventions tailored to the unique needs of these populations. Pharmacists are typically involved with medication therapy management, disease management, health education and counseling, and collaborative care with other members of the health team.

Medication therapy management (MTM): Ambulatory care pharmacists can help individuals understand their prescribed medications, their importance, and how to take them as directed. Pharmacists will reconcile medication lists and recommend changes to therapy plans in order to reduce pill burden, side effects, and improve adherence. By addressing medication-related challenges, ambulatory care pharmacy services can improve medication therapy among individuals with mental health issues and developmental disabilities, leading to better symptom management and reduced hospitalizations.

Disease management: Pharmacists help patients control their chronic conditions (diabetes, high blood pressure, etc.) through lifestyle changes and pharmacotherapy. Pharmacists also monitor and follow up with patients routinely to develop lasting improvements in the patient's overall health. These interventions prevent serious health events such as heart attack, stroke, kidney failure, etc.

Health Education and counseling: Pharmacists provide patients with information about their chronic medical conditions that is easy to understand so that patients will be more successful at making positive lifestyle changes. Patients are better equipped to make informed decisions and work with the healthcare team. Providing education and support for self-care and disease management can improve the quality of life for individuals who suffer from mental health issues, homelessness, developmental disabilities, and substance abuse disorders.

Collaborative care: Ambulatory care pharmacists often

How is the program or project consistent with the goals you checked above?

How is this program addressing a need that is not currently being addressed by other organizations?

Ambulatory care pharmacy addresses two current issues common to most rural counties: access to healthcare and high cost as a barrier to healthcare. Providers in Clatsop County are responsible for too many patients, which leads to longer intervals between visits and follow-up. CMH Ambulatory Care Program not only provides essential services that reduce the demand on the healthcare system but also makes healthcare more affordable. Furthermore, our services reduce the likelihood of hospitalization and financial burden on patients, which can reduce the risk of homelessness. Offering blood pressure monitors and continuous glucose monitoring devices will help improve the health of our patients.

Organization's Annual Budget

0

Program or Project Annual Budget

218920

Fiscal Sponsor (if applicable)

Sponsor Phone

Sponsor Email

Add HSAC Budget Summary Document to Application

[Ambulatory Care Budget request.docx.pdf](#)

Budget Summary:

Provide a detailed program/project budget using the format provided below. Add rows where needed. List personnel, materials/supplies, other funding, including in-kind contributions and matching funds.

Line Item	Unit price	# of Units	Budget Request	Other Revenue
Personnel:				
Pharmacist @ \$65/hr	\$65.00	2080	0	\$135,200
Non-Personnel:				
BP monitor	\$32.03	100	\$3203	
Freestyle Libre 2 Reader	\$66.50	7	\$465.50	
Freestyle Libre 2 Sensor (2 sensors/per month)	\$61.01	168	\$10249.68	
Total:			\$13,918.18	\$135,200

In addition to this budget summary, you may attach a more detailed budget if needed to demonstrate your program/project finances (optional).

Online Grant Application: Submission #15

Date & Time	Wed, 10/18/2023 - 11:12
Name of Program/Project to be funded by Grant	First Steps Center for Autism and Developmental Disabilities
Total Amount Requested	\$5000
Contact Name	Brandi Lindstrom
Title	Executive Director
Phone	5037914088
Email	firststepsca@gmail.com
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	FIRST STEPS CENTER FOR AUTISM AND DEVELOPMENTAL DISABILITIES
Address	110 NW 4th St Spc F9 Warrenton, Or 97146 Spc F9 WARRENTON, Oregon. 97146 United States
Name of Organization Leader	Brandi Lindstrom
Leader Title	Executive Director

Phone [5037914088](tel:5037914088)

Leader Email firststepscfa@gmail.com

Brief 200 word summary

Our center is meant to serve as a community center for our families. This center includes a multipurpose room for support groups, workshops, and other community activities; A game room for the teenagers and young adults equipped with video games, board games, puzzles, and movies; and a sensory playroom equipped with toys that are tailored for children who experience a disability.

Everything our center offers at no cost to our families, because we believe they should have access to our support, without the worry of financial burden. Many of the families we serve have mentioned First Steps as being a game changer for their family to have a place outside of their home where they can feel safe and comfortable while seeking community.

Type of Organization 501 (c)3

How long has organization been in existence? 3 years

Vision and Mission Statement Our mission is to improve the lives of families and individuals in Clatsop County that are affected by autism, developmental disabilities and other emotional and/or behavioral challenges.

What other organizations do you work collaboratively with and how?

Many of the other organizations in our community and surrounding areas, such as Columbia Pacific CCO, Oregon Association of Education Service Districts, The Autism Society of Oregon, Northwest Parenting, United Way of Clatsop County, The Oregon Community Foundation and Clatsop County's "100 Women that Care" have been happy to collaborate with us by providing grant funding for many of our activities. We intend to continue partnerships with these organizations, and are already taking steps to build new partnerships with other organizations such as Resilient Clatsop County and The Astoria/Warrenton Chamber of Commerce.

We have found that operating a program such as ours in a rural community offers the advantage of extremely generous businesses and individuals. We have also found that it is not hard to find people ready and willing to offer their time, services and support whenever we ask, and even sometimes when we don't ask. Our larger community has supported us in many forms, including donated space, donated food and seasonal gifts, such as gingerbread houses, gift cards and monetary donations to help keep our program going, as well as raffle items for fundraisers and food for our events.

Received Past Funds?

Yes

Past Funding Details

In 2023, we were granted \$1,000 to go towards paying for our "Time for You" program. This program supports parents of children who experience a disability by allowing them an opportunity to practice self-care. Self-care looks differently to each individual, because of this our grants supported a variety of different activities such as dates nights, lunch with friends, home gym equipment, massages and pedicures. We were able to spend most of these funds at local businesses right in in Clatsop County, making us proud to not just support the families we serve, but also, our friends and local business partners right here in Clatsop County.

How long has the program or project been in existence?

3 years

Geographic area(s) served by the program or project? (must be within Clatsop County)

First Steps provides our services and activities to all families in Clatsop County that are affected by autism, developmental disability or other emotional/behavioral challenges.

Number of people expected to be served?

45

Target Population

60

Program or Project is consistent with the following county priorities

Developmental Disabilities

How is the program or project consistent with the goals you checked above?

All of the services and activities provided by First Steps are centered around the needs of all families in Clatsop County that are affected by autism, developmental disabilities and other forms of neurodivergence.

Our organization was born of a genuine, pressing community need. According to the most recent report issued by the CDC, 1 in every 36 children are diagnosed with an autism spectrum disorder (up from 1 in 125 in 2000). In Clatsop County, the following percentage of school aged students have disabilities: Astoria School District- 16%, Warrenton-Hammond School District- 17%, Seaside School District- 15%, Jewel- 20% and Knappa- 21%. We acknowledge the challenges that Clatsop County has been facing with staff and funding shortages in publicly funded programs and schools, we want to help alleviate some of the demand that is placed on these programs in the summer months.

How is this program addressing a need that is not currently being addressed by other organizations?

One of our main goals is to provide and advocate for increased opportunities for individuals with disabilities and their families to participate in local community events. Our annual summer camp is one of our most popular programs, with our limited spaces often filling up within two weeks of registration being posted. It provides youth who experience a disability the opportunity for fun summer learning with their peers in a safe environment. During our pilot year in 2021, we were able to serve approximately 15 youth per week for 3 weeks. We also had the opportunity to hire five peer counselors who were teenagers who experienced disabilities themselves. This provided these individuals with work experience to add to their resume and we have provided job references for some of them. In 2022, we were able to serve 20 youth per week for 3 weeks, it was exciting to see our numbers grow in such a short time.

Organization's Annual Budget

85000

Program or Project Annual Budget

13000

First Steps

Budget Summary:

Provide a detailed program/project budget using the format provided below. Add rows where needed. List personnel, materials/supplies, other funding, including in-kind contributions and matching funds.

Line Item	Budget Request	Other Revenue
Personnel:		
Program Staff		\$6,000
Non-Personnel:		
Supplies/Materials	\$4500	\$1000
Food		\$500
Vendors-OMSI	\$500	\$500
Total:	5,000	8,000

In addition to this budget summary, you may attach a more detailed budget if needed to demonstrate your program/project finances (optional).

Online Grant Application: Submission #18

Date & Time	Tue, 10/24/2023 - 09:45
Name of Program/Project to be funded by Grant	Supplemental Nutrition for Astoria Children (SNAC)
Total Amount Requested	\$5000
Contact Name	Charles P Clayton
Title	SNAC Program Director
Phone	5033253508
Email	charles.clayton@gmail.com
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	Grace Episcopal Church
Address	1545 Franklin Avenue Astoria, Oregon. 97103 United States
Name of Organization Leader	The Reverend Carren Sheldon
Leader Title	Rector, Grace Episcopal Church
Phone	503-325-4691

Leader Email

rector@graceastoria.org

Brief 200 word summary

Supplemental Nutrition for Astoria Children (SNAC) is a weekend supply of shelf stable, easy to fix, food items to provide basic food for at-risk children. During the 2022-23 school year, nine volunteers spent 238 hours and delivered 1953 bags of groceries to 95 at-risk students each week in grades kindergarten through 12th grade including eight students who were unhoused. Food bags are assembled by volunteers one day each week and delivered to schools that afternoon, SNAC is not eligible for USDA provided food items but receives Oregon Food Bank items through the CCA Regional Food Bank as well as items purchased from local merchants that are not available through the food bank.

Type of Organization

501 (c)3

How long has organization been in existence?

160 years

Vision and Mission Statement

Grace Church strives to be a beacon in the community. With the grace of God and empowered by the Holy Spirit, the church seeks and serves Christ in ourselves and our neighbors. The mission of SNAC is to provide safe, nutritious weekend food items for children who might otherwise not get sufficient nutrition outside of school.

What other organizations do you work collaboratively with and how?

SNAC is sponsored by Grace Episcopal Church in Astoria and is independently funded through donations. It is a partner agency of the Clatsop Community Action (CCA) Regional Food Bank and the Oregon Food Bank. Food bags are assembled by volunteers at the CCA Regional Food Bank on Thursday each week and delivered to the schools that afternoon. Grace Episcopal Church provides additional contributions and fiscal responsibility for the SNAC program.

Received Past Funds?

Yes

Past Funding Details

During the 2022-23 school year, SNAC spent \$3,142.17 through the Clatsop Community Action Regional Food Bank and the Oregon Food Bank. Additionally, \$4,577.91 was spent in local retail stores in order to provide food items appropriately packaged for children of all ages to include single portion packages of crackers, hot and cold cereal, milk and granola bars. Clatsop County's \$4,000 grant in 2023 is significant to providing food as we anticipate rising cost and larger numbers of at-risk students.

How long has the program or project been in existence?

2 years

Geographic area(s) served by the program or project? (must be within Clatsop County)

SNAC primarily serves at-risk Astoria students who are spread over a large portion of northwest Clatsop County.

Number of people expected to be served?

125

Target Population

125

Program or Project is consistent with the following county priorities

Homelessness

How is the program or project consistent with the goals you checked above?

The SNAC program is intended to provide supplemental nutrition to all at-risk students, including unhoused students. Additionally, many of the at-risk students are affected by parents or guardians who prioritize alcohol and drug use over providing nutritious meals for their children. Food is distributed to school children by school counsellors and teachers based on need regardless of culture, ethnicity, or ability.

How is this program addressing a need that is not currently being addressed by other organizations?

When SNAC began in January 2022, Astoria schools did not have a weekend food program while other districts in Clatsop County had successful programs established. Children have meals available at the schools on school days but may have little or no food available to them on non-school days.

Organization's Annual Budget

176000

Program or Project Annual Budget

11500

Fiscal Sponsor (if applicable)

Grace Episcopal Church, Astoria

Sponsor Phone

[503-325-4691](tel:503-325-4691)

Sponsor Email

rector@graceastoria.org

Add HSAC Budget Summary Document to Application

[38905 SNAC 2024 Budget.docx](#)

Grace SNAC

Budget Summary:

Provide a detailed program/project budget using the format provided below. Add rows where needed. List personnel, materials/supplies, other funding, including in-kind contributions and matching funds.

Line Item	Budget Request	Other Revenue
Personnel:	\$0.00	\$0.00
Non-Personnel:		
CCA Regional Food Bank	\$1,500	\$2,000
Local Grocery Stores	\$3,500	\$4,200
In kind gas for transportation	\$0	\$300
Total:	\$5,000	\$6,500

In addition to this budget summary, you may attach a more detailed budget if needed to demonstrate your program/project finances (optional).

Online Grant Application: Submission #19

Date & Time	Wed, 10/25/2023 - 15:56
Name of Program/Project to be funded by Grant	Grace Food Pantry
Total Amount Requested	\$2000
Contact Name	Ashley Lertora
Title	Grace Food Pantry Cordinator
Phone	19719889620
Email	ashley.lertora@gmail.com
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	Grace Episcopal Church
Address	1545 Franklin Ave Astoria, Oregon. 97103 United States
Name of Organization Leader	Rev. Carren Sheldon
Leader Title	Rector of Grace Church
Phone	7073634294

Leader Email

rector@graceastoria.org

Brief 200 word summary

We are requesting a grant of \$2,000 to purchase food items from the Regional Food Bank for distribution to low income and homeless people in Astoria. Rising food costs and loss of covid dollars has increased the number of local people needing assistance. Since the beginning of 2023, we have seen a 50% increase in the number of people seeking food assistance; we average helping over 63 households and 185 people per month. We have experienced a steady increase each month in the number of people we serve. We are solely supported by volunteer help and donations. In the past, we have received free rent and electricity for six freezers from the church. After 2023, we will have to pay toward those costs. Donations and grants are used to purchase food from the regional food bank at reduced costs. We supply a 3-day emergency food supply to those who meet the USDA low-income requirements. We are an equal opportunity provided to all who are in need.

Type of Organization

501 (c)3

How long has organization been in existence?

Over 150 years

Vision and Mission Statement

To give a 3-day emergency supply of food once a month to those in need.

What other organizations do you work collaboratively with and how?

- Grace Episcopal Church: use of space for food storage and being an inviting place for clients to come into for assistance.
- Episcopal Church Women (ECW): \$75/month stipend for personal care hygiene products, laundry and bath soap, toilet paper.
- Episcopal Bishop Oregon Fund: grant money for food purchases and homeless supplies
- Regional Food Bank: reduced cost and free food items
- Astoria Safeway: donation of bakery and produce to give away
- First Peace Lutheran Church: donation of money and items
- Doners, volunteers, granters

Received Past Funds?

Yes

Past Funding Details

2006-2010: \$500/yr.

2020: \$750/yr.

2021: \$750/yr.

2022: \$1,000/yr.

2023: \$1,500/yr.

All monies were used to purchase food through the regional food bank.

How long has the program or project been in existence?

over 50 years

Geographic area(s) served by the program or project? (must be within Clatsop County)

Our audience are people in need of food. The majority of clients are in the Astoria area, but we will provide emergency food to anyone in need. Clients live in houses, cars, RVs, campgrounds, tents or on the streets. They frequently surf family and friend's couches and use their cooking facilities. Many are without a permanent home; some are transients just passing through the area. We often see grandparents on fixed incomes feeding children and grandchildren. We hope the food we supply increases their food security and decreases panhandling, petty crime and illness, while keeping children in stable housing and school.

Number of people expected to be served?

2550

Target Population

2550

Program or Project is consistent with the following county priorities

Developmental Disabilities, Mental Health, Alcohol and Drug Abuse, Homelessness

How is the program or project consistent with the goals you checked above?

We assist clients with a dry, warm place to procure food in a setting of acceptance and dignity. We follow federal civil rights guidelines and do not require any church attendance or participation.

We have responded to clients' dietary needs by ordering gluten-free, diabetic, plant-based foods and ready-to-eat, shelf stable foods for the homeless who can't cook for themselves.

How is this program addressing a need that is not currently being addressed by other organizations?

We are open Tuesday and Thursday mornings from 9:00-11:30 am. We average helping 8 clients per day, some days the number is closer to 15. We are seeing an increase in the number of Hispanic clients in 2023. We often see families asking for food more than once a month due to food insecurity.

Organization's Annual Budget	190370
Program or Project Annual Budget	6650
Fiscal Sponsor (if applicable)	Grace Episopal Church
Sponsor Phone	7073634294
Sponsor Email	rector@graceastoria.org
Add HSAC Budget Summary Document to Application	Budget summary.docx

Grace Food Pantry

Budget Summary:

Provide a detailed program/project budget using the format provided below. Add rows where needed. List personnel, materials/supplies, other funding, including in-kind contributions and matching funds.

Line Item	Budget Request	Other Revenue
Personnel:	0.00	0.00
All Volunteers donate time and gas (to transport food from regional food bank to Grace Food Pantry). Ten volunteers work an average of 60 work hours per month.		\$1,000 value
Donations of cash and items		\$ 250
Non-Personnel:		
Food items	\$2,000	
TP, laundry soap, bar soap, personal hygiene items from ECW		\$900
Episcopal Bishop Oregon Fund Grant		\$3,500
Utility Expense for electricity for 4 freezers and 2 refrig/freezers 24/7 useage		(\$2,000)
Total:	\$2,000	\$6,650

In addition to this budget summary, you may attach a more detailed budget if needed to demonstrate your program/project finances (optional).

HSAC Grant Funding to Outside Agencies 2023-2024: Submission #2

Date & Time	Tue, 01/31/2023 - 11:54
Name of Program/Project to be funded by Grant	Trauma-Informed, Data-Driven, Person-Centered Homeless Services
Total Amount Requested	\$10000
Contact Name	Mike Davis
Title	CEO
Phone	503-265-9046
Email	m.davis@helpinghandsreentry.org
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	Helping Hands Reentry Outreach Centers
Address	P.O. Box 413 Seaside, Oregon. 97138 United States
Name of Organization Leader	Alan Evans
Leader Title	Founder & President
Phone	503-440-9357

Leader Email

a.evans@helpinghandsreentry.org

Brief 200 word summary

Helping Hands provides Trauma-Informed, Data-Driven, Person-Centered care for people experiencing homelessness through Resources, Recovery, and Reentry at each of its Hope Centers across the state of Oregon. Each Hope Center provides navigation services, low-barrier emergency shelter, and a long-term Reentry Program. There are Hope Centers in Clatsop, Lincoln, Multnomah, Tillamook, and Yamhill counties. Our goal is to connect people with the resources they need, provide short-term and long-term shelter options, and eliminate the obstacles someone has to pursuing and acquiring sustainable housing.

Type of Organization

501 (c)3

How long has organization been in existence?

21 years

Vision and Mission Statement

Helping Hands provides Trauma-Informed, Data-Driven, Person-Centered care for individuals and families experiencing homelessness in Oregon through Resources, Recovery, and Reentry.

What other organizations do you work collaboratively with and how?

1. Clatsop Behavior Health (CBH) --- Referrals, Mental Health & Addiction Support, Peer Mentors
2. Columbia Memorial Hospital (CMH) --- Referring Partner
3. Parole & Probation --- Referring Partner
4. The Harbor --- (Domestic Violence Survivors Advocates) --- Referring Partner and ongoing support including after hours
5. Columbia Pacific CCO, Referring Partner and 1:1 support for participants who need their services.
6. Detox Centers: Powerhouse, FORA, Hooper --- Referring Partners
7. Seaside Providence Hospital --- Referring Partner
8. Bethany Free Lutheran Church --- Lunches
9. Life Boat --- Referrals & Clothing for Participants in Need
10. Clatsop Community Action (CCA) --- Referring Partner
11. Astoria Police Department (APD) --- Referring Partner
12. Seaside Police Department (SPD) --- Referring Partner
13. CBH CRISIS --- Referring Partner & After-Hours Mental Health Support & Local Suicide Call Line
14. Astoria Aquatic Center --- Donation (Pool Passes) Adult, Seniors & Family Passes
15. Food Donation Connection (FDC) --- Weekly food donations from local restaurants.
16. Veterans of Foreign Wars (VFW) --- Donations from local stores (mostly food)

Received Past Funds?

Yes

Past Funding Details	<p>The following funding was restricted for use in Clatsop County.</p> <p>2023: \$95,000 (\$35,000 navigation center support; \$60,000 emergency shelter support)</p> <p>2022: \$2,500 (programs and operations)</p> <p>2022:\$95,000 (\$35,000 navigation center support; \$60,000 emergency shelter support)</p> <p>2021: \$16,000 (programs and operations)</p> <p>2021: \$5,382.28 (programs and operations)</p> <p>2021:\$5,000 (programs and operations)</p> <p>2020:\$10,000 (ARPA COVID-19 support for operations)</p> <p>2020: \$20,000 (programs and operations)</p> <p>2020: \$3,000 (programs and operations)</p> <p>2019: \$3,000 (programs and operations)</p> <p>2018: \$10,000 (programs and operations)</p>
How long has the program or project been in existence?	21 years
Geographic area(s) served by the program or project? (must be within Clatsop County)	Helping Hans serves in Clatsop County through its Uniontown Hope Center in Astoria, Oregon and its Seaside Hope Center at the Jay Barber Campus in Seaside, Oregon.
Number of people expected to be served?	200
Target Population	928
Program or Project is consistent with the following county priorities	Mental Health, Alcohol and Drug Abuse, Homelessness

How is the program or project consistent with the goals you checked above?

Helping Hands provides navigation services, low-barrier emergency shelter, and a long-term Reentry Program. Navigation is when someone is connected with the resources they need quickly. Examples can include procurement of government identification, connection with medical detoxification providers, or acquisition of a bus pass. Our low-barrier emergency shelter allows someone to stay in our facility for up to 30 days while they receive meals, a bed, access to showers and laundry, are registered on the Oregon Health Plan if necessary, and are navigated to other services. After 30 days, they are navigated to a trusted community partner or they can join our long-term Reentry Program. They continue to receive the same services as the emergency shelter, and they receive an Individual Reentry Plan (IRP). The IRP is a series of milestones and tasks based on each person's unique experiences, obstacles, traumas, needs, and goals. It seeks to eliminate obstacles to sustainable housing and empower someone to pursue it. The IRP can include sobriety, savings goals, procuring steady income (employment, disability services, etc.), parenting classes, life skills, career-skills, and more.

How is this program addressing a need that is not currently being addressed by other organizations?

Helping Hands based on the lived experiences of our founder, as well as our staff and participants. We also make sure that we can bring services to our facility, eliminating the obstacle of travel. Our Hope Centers are designed to be hubs of services and service providers, bringing them directly to the people that need them.

Organization's Annual Budget

9488806

Program or Project Annual Budget

865177

Budget Summary:

Provide a detailed program/project budget using the format provided below. Add rows where needed. List personnel, materials/supplies, other funding, including in-kind contributions and matching funds.

Line Item	Budget Request	Other Revenue
Personnel:		
Personnel	0	602,870
Non-Personnel:		
Grounds Maintenance	0	\$5,000
Building Maintenance	\$1,000	\$20,826
Laundry	\$1,000	\$3,000
Permits & Fees	0	\$1,000
Safety Expense	0	\$6,947
Property Tax	0	\$2,800
Utilities	0	\$85,120
Food	\$3,000	\$3,000
Program Supplies	\$3,000	\$22,404
Drug and Alcohol Testing	0	\$8,580
Program Software	\$2,000	\$16,185
PEO Service Fees	0	\$22,776
Computers & Software	0	\$8,000
Storage Fees	0	\$2,093
Office Supplies	0	\$2,600
Office Rental	0	\$1,395
Meals and Entertainment	0	\$1,000
Mileage Reimbursements	0	\$1,000
Dues and subscriptions	0	\$581
Interest	0	\$40,000

Total:	\$10,000	855,177

In addition to this budget summary, you may attach a more detailed budget if needed to demonstrate your program/project finances (optional).

Online Grant Application: Submission #14

Date & Time	Wed, 02/01/2023 - 16:10
Name of Program/Project to be funded by Grant	LiFEBoat Services - Beacon Peer-Delivered Services
Total Amount Requested	\$10000
Contact Name	Erin Carlsen
Title	Program Director
Phone	503-741-3560
Email	erinbeaconclubhouse@gmail.com
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	LiFEBoat Services
Address	PO Box 492 Astoria, Oregon. 97103 United States
Name of Organization Leader	Osarch Orak
Leader Title	Executive Director
Phone	503-741-3572

Leader Email

lifeboatservices2021@gmail.com

Brief 200 word summary

Beacon Clubhouse is a peer-led, non-clinical, mental health program for adults navigating mental health challenges. Beacon Clubhouse has onsite skills training and employment support for members including: food handler's cards, resume assistance, computer & email skills, job search assistance, and job placement. Two of LiFEBoat Service's long-term staff are Beacon Clubhouse members who were placed in employment with Filling Empty Bellies through Beacon Clubhouse's Transitional Employment Program. Beacon Clubhouse also places members in college programs and other specific training programs dependent of the goals of the member. Beacon Clubhouse members are intricately involved in leadership with the member-led Advisory Committee (deciding on mission, goals, activities, and services), the member-led Diversity, Equity, and Inclusion Committee (creating a safe and inclusive space for all people), member-led Newsletter Committee, and leadership in the daily operations of the program. Beacon offers members a long-term support network and daily opportunities for socialization and community engagement. Beacon goes on monthly field trips and celebrates holidays together. Our members have shown tremendous improvement in quality of life and decreased hospital stays and crisis calls. All of the Beacon staff are certified with the state of Oregon as Peer-Support Specialists and Traditional Healthcare Workers.

Type of Organization

501 (c)3

How long has organization been in existence?

5 years

Vision and Mission Statement

LiFEBoat Services houses 3 key programs: Beacon Clubhouse, FEB (Filling Empty Bellies), and the AWC (Astoria Warming Center). FEB is a true low-barrier navigation center and meal program. The AWC will be year-round, true low-barrier, overnight shelter, serving vulnerable street populations; the doors are open to all in need. Beacon Clubhouse is a referral-based, non-clinical peer-led program that engages members in every aspect of its leadership and operations. Beacon Clubhouse has onsite skills training and employment support for members including: food handler's cards, resume assistance, computer & email skills, job search assistance, and job placement. The program also assists members with housing placement, navigation services, and the support of a community.

What other organizations do you work collaboratively with and how?

We receive referrals from:
Clatsop Behavioral Healthcare
Columbia Memorial Hospital
Seaside Providence Hospital
Coastal Family Healthcare
Clatsop County Treatment Court
Helping Hands Reentry

Other Partnerships:
Folk Time Training Center - Peer-Support training and ongoing IPS support
Care Oregon's Care Coordinator - wrap-around care for members and clients on OHP
The Harbor - Referrals and placement to and from Clatsop Community Action - Coordinating care, wrap-around services, and housing resources
Consejo Hispano - Language and translation support, Children's Christmas Gift Project
Clatsop Parole & Probation - Assisting clients in probation/parole compliance
Pre-trial Release - Assisting clients in court appearances and compliance
CBH Recovery Allies - Addiction support
Open Door/CBH - Supporting case management for mutual clients; on-sight appointments as necessary

Received Past Funds?

Yes

Past Funding Details

Both of LiFEBoat Services' programs, Beacon Clubhouse and Filling Empty Bellies received \$2,500 in 2022. Beacon used funds for unit supplies and materials, and FEB used funds for meal supplies.

How long has the program or project been in existence?

3.5 years

Geographic area(s) served by the program or project? (must be within Clatsop County)

Our clients and members reside throughout Clatsop county.

Number of people expected to be served?

200

Target Population

200

Program or Project is consistent with the following county priorities

Developmental Disabilities, Mental Health, Alcohol and Drug Abuse

How is the program or project consistent with the goals you checked above?

Beacon Clubhouse members are all adults navigating mental health challenges, and at least half of our membership also navigates developmental disabilities. All members come with a referral. We receive referrals from case workers, psychiatrists, therapists, doctors, nurse practitioners and other medical professionals. We work directly with members to assist them in reaching personal goals and, through long-term support and advocacy, we help them heal and rehabilitate from lifelong struggles and barriers due to their diagnosis and/or disability. 95% of our members are navigating substance abuse as a form of self-medication for their trauma and mental health challenges. We actively support them in seeking addiction support, detox, and rehab. We also have on-sight addiction support every week in the form of SMART Recovery meetings.

How is this program addressing a need that is not currently being addressed by other organizations?

LiFEBoat Services houses the only stand-alone, non-clinical, peer-support program in the county. Other peer-support services in the county are associated with clinics or hospitals, and require engagement in the clinical setting in order to receive peer services. This distinction is important because many people who navigate mental health challenges view the clinical setting as a barrier due to past traumas and breaks in the system. Beacon offers a safe, community-based space for people to access services without the fear of being diagnosed or medicated. We facilitate appointments and meeting with case workers, therapists, and crisis workers onsite for members; mainly within our partnership with CBH. FEB is the only true low-barrier resource for people living on the streets and in active addiction. We never require sobriety or UA's to receive a meal, shelter, and resources. We offer services with no questions and no requirements except to follow our basic safety guidelines while in the building. We are the only hot meal program that serves five days a week. We are the only mail service program for people living on the streets. We are the only low-barrier rental assistance and rehousing program - meaning that we help anyone who we can without stipulation or intake.

Organization's Annual Budget

847525

Program or Project Annual Budget

162015

Fiscal Sponsor (if applicable)

Sponsor Phone

Sponsor Email

Budget Summary: Provide a detailed program/project budget using the format provided below. Add rows where needed. List personnel, materials/supplies, other funding, including in-kind contributions and matching funds.

Line Item	Budget Request	Other Revenue
Personnel:		
N/A		
Non-Personnel:		
Inflatable sensory chairs (6)	402	
Wobble discs (8)	400	
Hammock Chair Stands (2)	172	
Doorway Sensory Swing (4)	512	
Hanging swing seat (2)	100	
Nest swing chair (1)	43	
baby ear protection (8)	320	
Headphones for kids (25)	750	
Yuck-e-medicine ball set (2)	460	
Wiggle walkers (4)	120	
Activity play mat (2 sets)	260	
rebound balls (2 sets)	32	
Soft Safe Throw and Catch Ball (4)	76	
Rub-R-string ball (6)	85.74	
Multicube seat (6)	480	
Moving sand art wall (1)	76	
Sensory light table (2)	100	
small visual timers (10)	190	
large visual timers (10)	190	
Wooden busy board (2)	53.90	
Chewelry (bulk)	90	
Fidgets (bulk)	87	
Total:	4999.64	

LiFE Boat Services

Budget Summary:

Provide a detailed program/project budget using the format provided below. Add rows where needed. List personnel, materials/supplies, other funding, including in-kind contributions and matching funds.

Line Item	Budget Request	Other Revenue
Personnel:		
Non-Personnel:		
Ongoing staff trainings; First Aid, CPR, De-escalation, Intentional Peer-Support.	\$5,000	\$22,000
Enrichment & Training Unit Supplies	\$5,000	\$800
Total:	\$10,000	\$22,800

In addition to this budget summary, you may attach a more detailed budget if needed to demonstrate your program/project finances (optional).

HSAC Grant Funding to Outside Agencies 2023-2024: Submission #1

Date & Time	Tue, 01/31/2023 - 16:25
Name of Program/Project to be funded by Grant	Early Childhood Special Education Preschool Classroom Sensory Library
Total Amount Requested	\$5000
Contact Name	Tiffany Sanford
Title	Clatsop Early Childhood Special Education Sensory Library
Phone	18312952238
Email	tsanford@nwresd.org
Can this program be implemented with partial funding from Clatsop County?	Yes
Organization Name	NorthWest Regional Education Service District Clatsop Service Center
Address	785 Alameda Ave Astoria, Oregon. 97103 United States
Name of Organization Leader	Lynne Griffin
Leader Title	Clatsop Service Center Administrator

Phone [\(503\) 338-3358](tel:(503)338-3358)

Leader Email lgriffin@nwresd.k12.or.us

**Brief 200 word
summary**

We know that children benefit from rich sensory experiences and also have different levels of sensitivity to sensory input. Not only do these foster learning, but social relationships with peers as well.

This project will ensure that children receiving early intervention and early childhood special education services in Clatsop County will have access to a library of sensory and motor equipment and materials to support regulation, physical and cognitive development, communication, and social engagement. These materials will also be used onsite for children attending preschool and playgroups provided by the ESD. Families and community providers will be able to check-out larger/more costly materials and tools to try at home before investing their own money, private insurance, or utilizing county disability funds. Funds will also be used to purchase an inventory of smaller items that will be provided at no cost to children, families, and community partners. It is our hope to facilitate consistency with services and recommendations being provided to ensure greater success of the children being served by the county.

Type of Organization 501 (c)3

How long has organization been in existence? 18 years

Vision and Mission Statement	<p>In partnership with the communities we serve, Northwest Regional Education Service District improves student learning by providing equitable access to high-quality services and support.</p>
What other organizations do you work collaboratively with and how?	<p>We collaborate with most school district and community preschools including Head Starts and Kinder Ready programs because we provide services to children with disabilities and developmental delays in their natural setting. We also collaborate with some private speech and language pathologists, occupational therapists, and behavioral therapists when needed.</p>
Received Past Funds?	<p>No</p>
How long has the program or project been in existence?	<p>1.5 years</p>
Geographic area(s) served by the program or project? (must be within Clatsop County)	<p>My class opened in the fall of 2022 as our first inclusive preschool classroom run by the ESD in Clatsop County. Our program serves children in all areas of Clatsop County.</p> <p>**The budgets listed in the fiscal overview are the current budget for my classroom onsite at Gray Elementary School in Astoria. The attached budget document is for NorthWest Regional Program which serves Clatsop, Columbia, Tillamook, and Washington Counties.</p>
Number of people expected to be served?	<p>80</p>
Target Population	<p>80</p>

Program or Project is consistent with the following county priorities

Developmental Disabilities

How is the program or project consistent with the goals you checked above?

We provide direct services to children with disabilities and their families. This lending library will provide materials for the students in my class, others who receive other services at our site, and families who receive early intervention or early childhood special education services elsewhere in the county. Many of the families we serve have more than one child with a disability or developmental delay, so older siblings would also have access to our library.

How is this program addressing a need that is not currently being addressed by other organizations?

Families often first receive public services from our program before they are able to access medical evaluations for specific delays or disabilities. Waitlists for these evaluations are long, and waitlists for private services following an evaluation are even longer. Children in Clatsop County do not have equitable access to sensory supports and materials to support specific sensory needs or safe available places to explore these materials.

Organization's Annual Budget

2500

Program or Project Annual Budget

2500

Fiscal Sponsor (if applicable)

Sponsor Phone

Sponsor Email

Online Grant Application: Submission #3

Date & Time Wed, 02/01/2023 - 13:29

Name of Program/Project to be funded by Grant Nourish Those in Need

Total Amount Requested \$5000

Contact Name Lindsey Morrison

Title Executive Director

Phone [5036359148](tel:5036359148)

Email lam83957@gmail.com

Can this program be implemented with partial funding from Clatsop County? Yes

Organization Name Nourish Those in Need

Address 2333Royal View Dr
Seaside, Oregon. 97138
United States

Name of Organization Leader Lindsey Morrison

Leader Title Executive Director

Phone [5036359148](tel:5036359148)

Leader Email

nourishthoseinneed@gmail.com

"Nourish Those in Need," is a compassionate nonprofit organization committed to addressing homelessness hunger within our community. Our mission centers on providing nourishment, hope, and dignity to those who need it most.

Every single day of the week, our dedicated team of volunteers, operating from a certified commercial kitchen, prepares and serves 75 hot, nutritious meals to houseless individuals. These meals are more than just sustenance; they are a symbol of care and support, a reminder that our community stands together in times of hardship.

Our program serves as a crucial lifeline for houseless individuals, offering a safe and welcoming space where they can access a warm meal, engage in meaningful interactions, and receive guidance towards essential support services. By fostering this sense of belonging, we aim not only to alleviate hunger but also to empower individuals to regain control over their lives. We are able to maintain a diverse menu that accommodates dietary preferences, and ensure that our houseless neighbors never go to bed hungry.

In essence, "Nourish Those in Need" is a beacon of hope, ensuring that every day, the warmth of a hot meal and the promise of a better tomorrow reach those who need it most.

Brief 200 word summary

Type of Organization

501 (c)3

How long has organization been in existence?

18 months

Vision and Mission Statement

At Nourish Those in Need, our mission is to nourish the lives and spirits of our houseless community members by providing essential sustenance, compassion, and support. Every day, we come together as a dedicated team to feed houseless individuals, acknowledging their inherent dignity and working tirelessly to alleviate hunger and homelessness.

What other organizations do you work collaboratively with and how?

Filling Empty Bellies of Astoria. Osarch Orak is not only a mentor he is also on my board of directors and his organization shares supplies such as produce he has overage of. Osarch (Oz) also shares information he found useful in running his program.

Received Past Funds?

No

How long has the program or project been in existence?

almost two years

Geographic area(s) served by the program or project? (must be within Clatsop County)

We serve the community set up by the city of Seaside, Oregon at the Mill Ponds. These individuals come from all areas of the Clatsop County

Number of people expected to be served?

100

Target Population

100

Program or Project is consistent with the following county priorities

Mental Health, Homelessness

How is the program or project consistent with the goals you checked above?

Homelessness is rampant in our area as well as the rest of the country. By providing daily nutrition we are keeping the people we feed out of the hospitals and jails. They no longer need to steal to find food and we have been told the police calls are reduced dramatically because they know dinner will arrive at 5pm every evening. The mentally ill have found a secure haven for their daily meal.

How is this program addressing a need that is not currently being addressed by other organizations?

Many of the houseless people we serve are not able to travel to the church where meals are served 1 day a week. If any of the individuals we serve do qualify for SNAP benefits, they do not have access to cooking utensils, or any means of heating up nutritious food items. The local food bank will not deliver to the Mill Ponds area, meaning that if someone was able to travel the 2 miles by bus, they would no be able to transport enough food to sustain them for more than 2 days.

Organization's Annual Budget

30000

Program or Project Annual Budget

30000

Fiscal Sponsor (if applicable)

Sponsor Phone

Sponsor Email

Add HSAC Budget Summary Document to Application

[BudgetOverviewNTIN2023-FY23PL.pdf](#)

Nourish Those in Need (New)

Budget Overview: NTIN 2023 - FY23 P&L

January - December 2023

	TOTAL
Revenue	
Contributed income	
Donations directed by individuals	15,000.00
Government grants & contracts	30,000.00
Total Contributed income	45,000.00
Total Revenue	\$45,000.00
GROSS PROFIT	\$45,000.00
Expenditures	
General & administrative expenses	
Licenses and Fees	1,000.00
Office Expenses	100.00
Professional fees	200.00
Accounting fees	250.00
Legal fees	500.00
Total Professional fees	950.00
Total General & administrative expenses	2,050.00
Program service expenses	
Advertising & marketing	500.00
Food	25,000.00
Insurance	2,500.00
Occupancy costs	
Rent	500.00
Repairs and Maintenance	500.00
Utilities	1,200.00
Total Occupancy costs	2,200.00
Operating Supplies	10,000.00
Total Program service expenses	40,200.00
Total Expenditures	\$42,250.00
NET OPERATING REVENUE	\$2,750.00
NET REVENUE	\$2,750.00

Nourish Those in Need

<u>Line Item</u>	<u>Budget Request</u>	<u>Other Revenue</u>
Personnel	0*	0*
Food	2500	2500
Utensils	2500	2500
Non Personnel	0*	0*

*Please note our organization is volunteer only. There are no personnel costs.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Set a Hearing Date for the Vacation of portions of County Road No. 148, County Road No. 58, and County Road No. 40, located in the NE 1/4 of Section 23, Township 8 North, Range 8 West

Category: Consent Calendar

Presented By: Dean Keranen, County Engineer

Issue Before the Commission: Set a hearing date for June 12, 2024. This is step 2 of 3 steps in the Road Vacation Procedures as defined by ORS.

Informational Summary: On March 27, 2024 the Board of Commissioners accepted a petition and ordered a Road Master's Report for the road vacation of a portion of County Road No. 148, County Road No. 58, and County Road No, 40, located in the NE 1/4 of Section 23, Township 8 North, Range 8 West. We have notified the affected utilities, the Tax Assessor and Community Development. Attached is the Road Master Report. The next step in the road vacation process is to set a Public Hearing date. As soon as the hearing date is set, we will begin the process to notify the abutting property owners and advertise in the local papers. At the time of the Public Hearing, the board will make a decision to approve or deny the vacation.

Fiscal Impact: The vacation petitioners have paid the road vacation fee of \$5786 to cover all expenses of the vacation.

Requested Action:

Approve the resolution and order setting the hearing date for the vacation of a portions of County Road No. 148, County Road No. 58, and County Road No, 40, located in the NE 1/4 of Section 23, Township 8 North, Range 8 West.

Attachment List

- A. Road Master's Report with location maps
- B. R&O to set the hearing date

ROADMASTER'S REPORT

To: Vance Swenson, PLS, County Surveyor

From: Dean Keranen, PE, County Engineer

Date: April 18, 2024

Re: Vacation of all of those portions of County Road No. 148, County Road No. 58, and County Road No. 40 lying east of the easterly right-of-way line of Ivy Station County Road No. 220 and west of the east line of Section 23, Township 8 North, Range 8 West, Willamette Meridian, Clatsop County, Oregon.

The Board of Commissioners has been petitioned by Hurtco, LLC to vacate all of those portions of County Road No. 148, County Road No. 58, and County Road No. 40 lying east of the easterly right-of-way line of Ivy Station County Road No. 220 and west of the east line of Section 23, Township 8 North, Range 8 West, Willamette Meridian, Clatsop County, Oregon. The proposed vacation location is at the west end of Grand View Lane. Maps are attached showing the area that has been requested to be vacated.

On March 11, 2024 a petition to vacate these roadways was submitted to the County Surveyor. The notarized signature of Braden Hurt of Hurtco, LLC representing sixty (60) percent of the adjoining ownership of the property to be vacated.

On March 27, 2024, The Board of Commissioners accepted the petition, initiated the proceedings and ordered the Clatsop County Engineer to prepare a written report pursuant to ORS 368.346.

The portions of old platted streets to be vacated are not physically built and there are no structures built within them.

The Clatsop County Community Development Director did not present any objections to the proposed vacation.

According to our records, the property owners abutting the portion of street to be vacated are as follows but only Hurtco, LLC has signed the vacation petition:

Hurtco, LLC
1212 SE 181st Avenue
Vancouver, WA 98683

Lance Shepherd and
Holly Shepherd
40886 Crest View Lane
Astoria, OR 97103

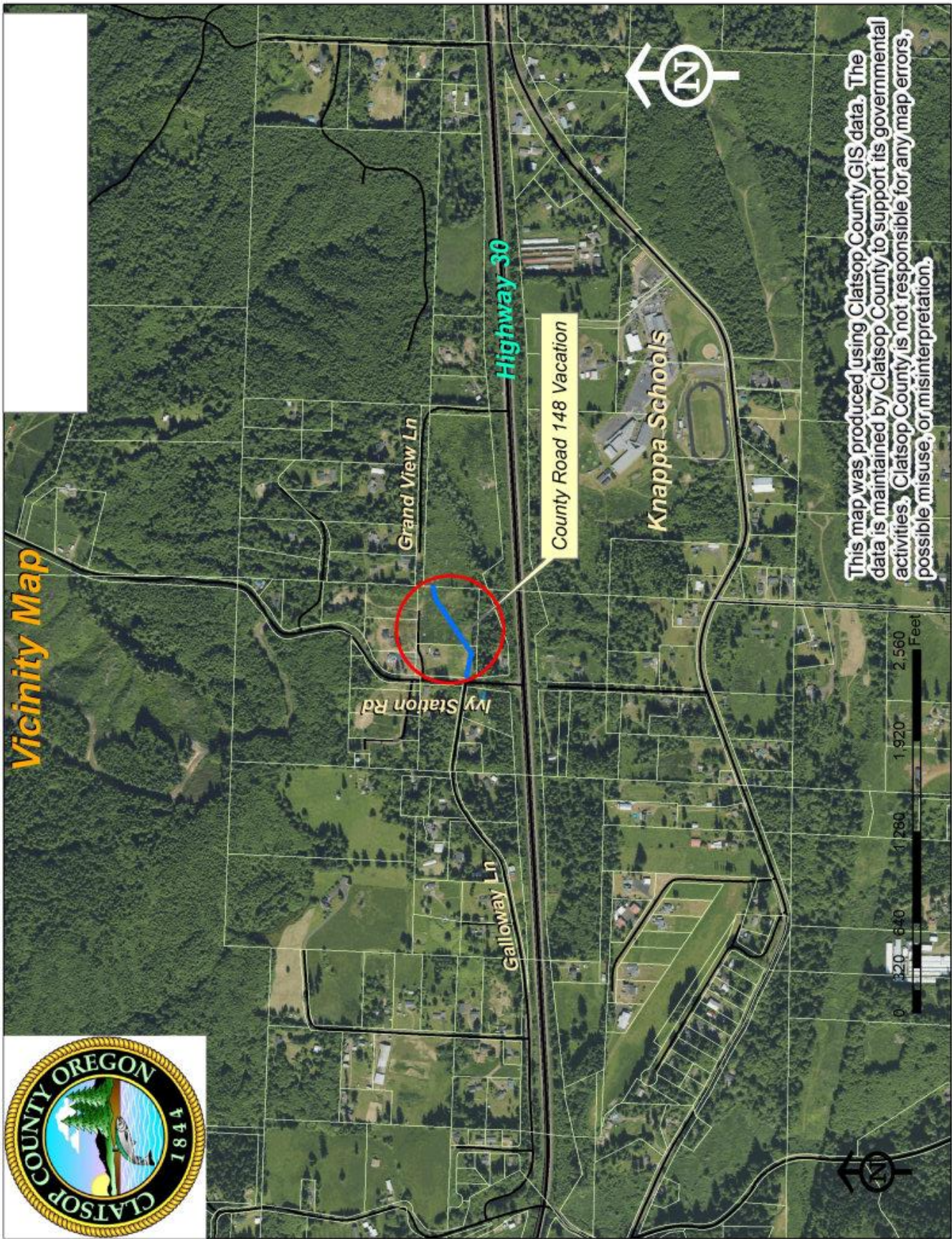
Knappa School District
#4
41535 Old Highway 30
Astoria, OR 97103-8640

The utilities and agencies on our notification check list have either responded with no objection or have not responded and therefore it is assumed that they have no interest to the current right-of-way to be vacated.

Therefore, as the County Engineer of Clatsop County, I believe that it is in the public interest as stated above, to vacate all of County Road No. 148, County Road No. 58, and County Road No. 40 as described herein.

Vacation Description

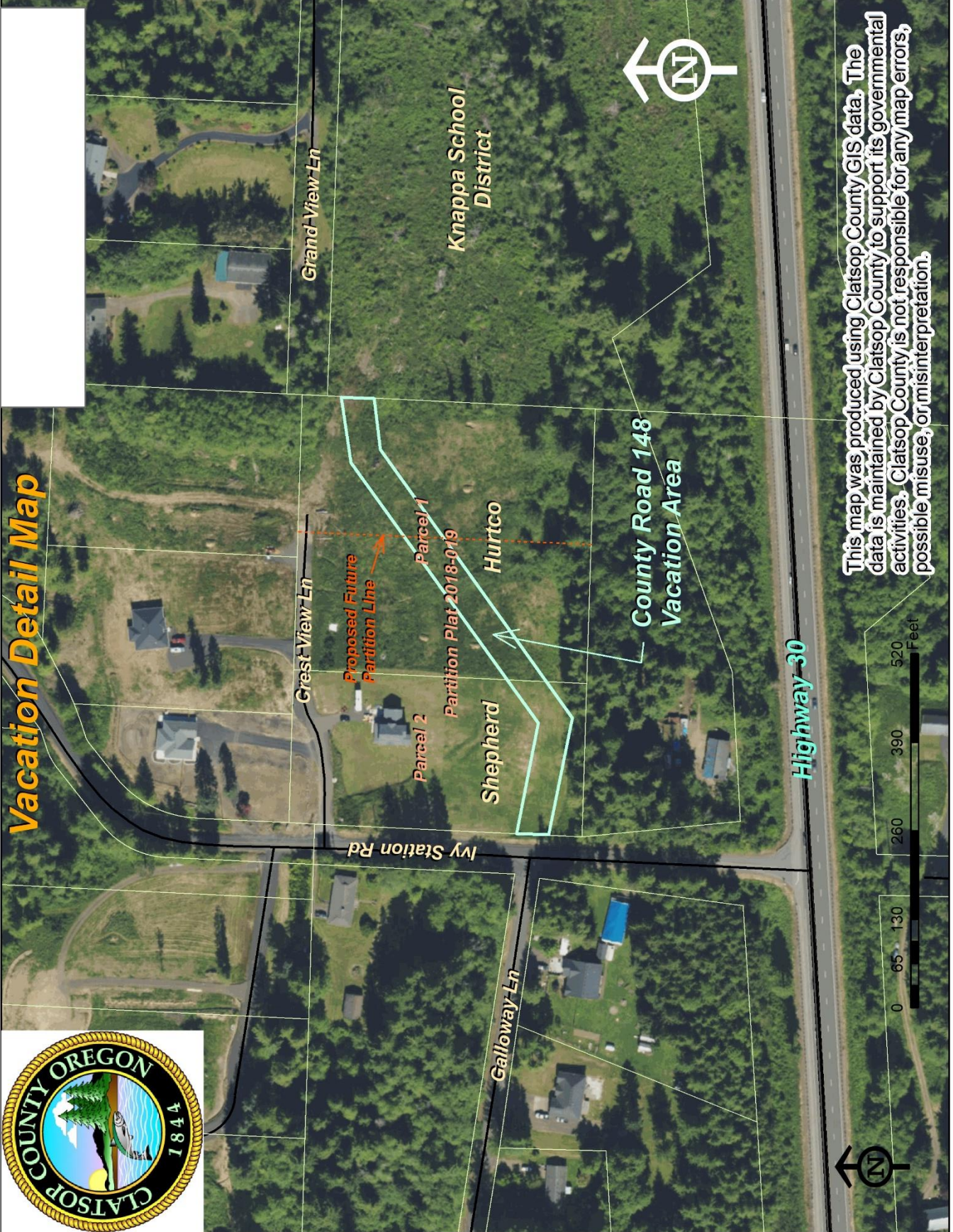
All of those portions of County Road No. 148, County Road No. 58, and County Road No. 40 lying east of the easterly right-of-way line of Ivy Station County Road No. 220 and west of the east line of Section 23, Township 8 North, Range 8 West, Willamette Meridian, Clatsop County, Oregon.



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

Vicinity Map





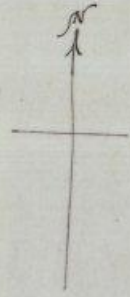
This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.



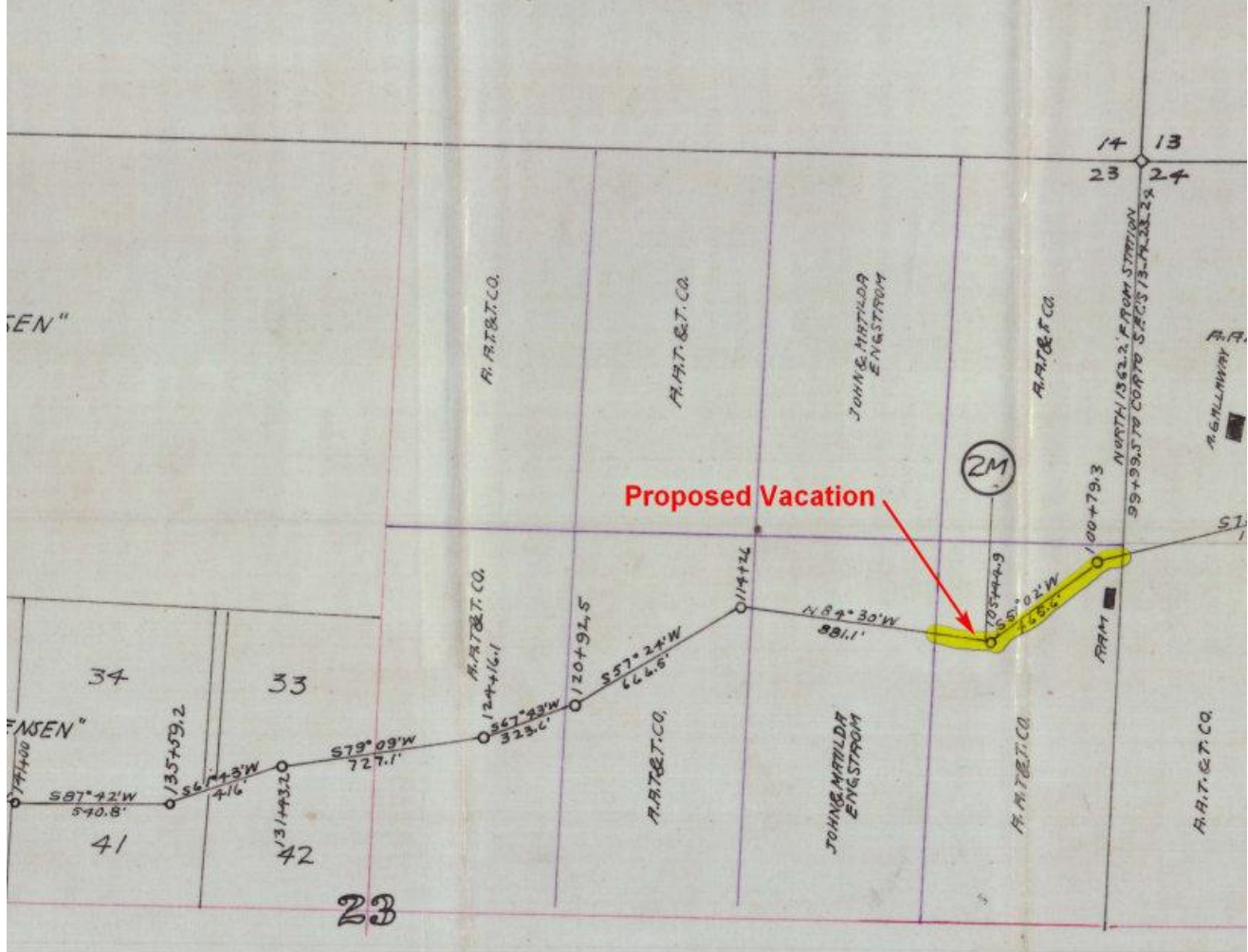
ROAD No 140

BEING A RELOCATION OF 3 MILES OF ROAD No 40 FROM THE "1 M" POST ON ROAD No 40 IN THE S.W. 1/4 OF SE 1/4 OF SEC. 18 T.8 N. R. 7 W. TO THE 1/4 SEC. CORNER BETWEEN SECS 22 & 23 T.8 N. R. 8 W. SURVEYED JULY 15, 1912

BY
G. F. PARKER COUNTY SURVEYOR



SCALE 1" = 400 FEET



County Road No. 148 Vacation
Policy for
Road Vacations

Per Clatsop County Commissioners Journal Entry # 2000030016

I. Authority:

Road vacation proceedings will be conducted according to ORS 368.326 to 368.426 and the following guidelines and procedures.

II. Guidelines:

The following issues will be considered when determining if it is likely that the roadway will be necessary for current or future development:

A. Whether or not a roadway is currently constructed on right of way to be vacated.

There is no roadway constructed within the right of way.

B. Whether the proposed vacation would be contrary to general public benefit. A public right-of-way, for a road or other use, is a public trust and should be considered as such prior to any recommendation for approval of its vacation. The fact that abutting property owners are in agreement for a proposed vacation does not necessarily mean that the vacation should be granted.

There is no public benefit in keeping the right of way. Two of the properties are served by a roadway within the Crest View Lane right of way along the north property boundary while the School District property is served by Grand View Lane along its north property line.

C. Whether the roadway has been opened for use in past years and should be vacated if probable or possible future area development could result in opening the roadway for use.

The portion of this roadway to be vacated has never been used and is not needed for future development as all of the properties are served by other roadways.

D. What the economic feasibility of constructing a road over the existing terrain would be.

The existing terrain would not be prohibitive to constructing a roadway although there would not be a need for this roadway as all of the parcels are served by existing roadways.

E. Whether the existing right of way has been replaced or superseded by a nearby road relocation or if there is planned road relocation.

The existing right of way has been superseded by the creation of other roadways.

F. Whether the road to be vacated is strictly rural and is not close to an area

that is developing or has potential to develop. If the road is within the Urban Growth Boundary of any City, that the City also approves of the vacation.

The area is strictly rural and is not close to an area that has potential to develop.

G. Whether the physical relationship of the right of way to other public or county roads lends itself to the development of abutting properties into adequately sized lots or parcels.

The location of the right of way does not lend itself to development of abutting properties as the abutting properties are already served by other roadways.

H. Whether the vacation of the roadway would deny access to any property owner.

All adjacent properties have access to existing developed roadways.

I. Whether there are any special considerations pertinent to this road vacation.

County Road No. 148 was created in 1912 along the same general route as the older County Road No.'s 58 and 40. For certainty in the record, those superseded rights-of-way are also included in this vacation although they were normally automatically vacated by the adoption of CR 148 per 1912 statutes.

III. Procedures:

In addition to those requirements of ORS 368.326 – ORS 368.426, the road vacation process will include the following:

- A. The County Assessor, County Surveyor and Planning Department will be contacted regarding the vacation.
- B. All Utilities and Emergency Services will be noticed of the vacation.
- C. The petitioner may be required to exchange right of way within their property, if needed for a new alignment.
- D. If the street or roadway to be vacated is in a subdivision, vacating the adjacent lots should also be considered in the vacation process.
- E. Vacation will be examined for compliance with the Coastal Shore Lands Goal. All road vacations must comply with coastal Shore Lands Goal, also known as Goal 17.
- F. An on-site investigation will be conducted.
- G. Under certain circumstances there may be charges in addition to the vacation fee to reflect post vacation property values.

Reviewed and answered by Dean Keranen, County Engineer
April 18, 2024

**IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

**SETTING HEARING DATE IN THE)
MATTER OF VACATION OF PORTIONS)
OF COUNTY ROAD NO. 148, COUNTY) RESOLUTION AND ORDER
ROAD NO. 58, AND COUNTY ROAD NO. 40)
IN THE NORTHEAST QUARTER OF)
SECTION 23, T8N, R8W, W.M., PURSUANT)
TO ORS 368.326 TO ORS 368.366)**

WHEREAS, Braden Hurt of Hurtco, LLC, property owner, filed a petition for the vacation of portions of certain public roadways, more fully described on attached Exhibit A; and

WHEREAS, the petition satisfies all provisions of ORS 368.326 to 368.341 and further sets forth the circumstances which would justify this Board granting the vacation; and

WHEREAS, pursuant to ORS 368.346, the Clatsop County Engineer has prepared and filed with the Board written reports containing descriptions of the ownerships and uses of the property proposed to be vacated and relocated, whether there are any improvements on said property and if vacation and relocation of the property is in the best public interest; now therefore

IT IS FURTHER RESOLVED pursuant to ORS 368.346, that a public hearing on the proposed vacation be held during the Clatsop County Board of Commissioners' regularly scheduled meeting on Wednesday, Jun 12, 2024, at 6:00 p.m. at the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon, as follows

IT IS FURTHER RESOLVED pursuant to ORS 368.406, that notices of the proposed hearing will be served on each person with a recorded interest in the properties proposed to be vacated, any improvement constructed on public properties proposed to be vacated, and/or real properties abutting public properties proposed to be vacated, by certified mail to each person at least 30 days before the date of the hearings; and

IT IS FURTHER RESOLVED pursuant to ORS 368.411, that the Clatsop County Roadmaster be directed to post notices of said hearing as set forth in Exhibit A, attached hereto and incorporated herein by reference, in three public and conspicuous locations within the vicinities of the properties subject to this proceeding, plainly visible from a traveled public road, at least 20 days before the date of the hearing.

DATED this 8th day of May, 2024.

**BOARD OF COUNTY
COMMISSIONERS FOR CLATSOP
COUNTY, OREGON**

by: Chair

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that at 6:00 p.m. on June 12, 2024, the Clatsop County Board of Commissioners will conduct a Hearing pursuant to ORS 368.326 to 368.366 at the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon, pursuant to the petition of property owner, Hurtco, LLC. The purpose of this Hearing is to consider the vacation of portions of County Road No. 148, County Road No. 58, and County Road No. 40, more fully described as follows:

All of those portions of County Road No. 148, County Road No. 58, and County Road No. 40 lying east of the easterly right-of-way line of Ivy Station County Road No. 220 and west of the east line of Section 23, Township 8 North, Range 8 West, Willamette Meridian, Clatsop County, Oregon.

At the Hearing, the Commissioners may grant, deny or continue the matter of road vacation and relocation. All interested persons are urged to attend this Hearing and express their views. Additional information may be obtained at the Clatsop County Public Works Department between the hours of 8:00 a.m. and 4:00 p.m. Telephone: 503 325-8631. Email: roads@clatsopcounty.gov.

**BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON**

Publish in The Astorian: May 9th, 2024 and June 4th, 2021

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Approve the 2023-24 Budget and Appropriation Adjustments
Category: Consent Calendar
Presented By: Andrew Sullivan, Finance Director

Issues Before the Commission: Approve the 2023-24 budget and appropriation adjustment as required by ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.463 for a budget adjustment in fiscal year 2023-24. This adjustment is necessary to comply with Oregon Budget Law as a result of the need to transfer appropriations between categories within an organizational unit.

The need for the budget adjustment is further explained in the attached Schedule "A".

Fiscal Impact: The fiscal impact is \$0 as the expenditure will be the same amount as the unanticipated grant revenue and the transfer of appropriations were based on the adopted budgeted funds.

Recommended Action:

Approve the budget adjustment to remain in compliance with Oregon budget law per ORS 294.463, and authorize the Chair to sign.

Attachment List

- A. Resolution and Order
- B. Schedule "A" Appropriation adjustments

Schedule A
2023-24 Budget Adjustments

I. **ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT**

<u>ORGANIZATIONAL UNIT</u>	<u>ACCOUNT</u>	<u>INCREASE</u>	<u>DECREASE</u>
Industrial Development Revolving Fund	325/5836/82-2471	\$ 250,000	
Industrial Development Revolving Fund	325/5836/82-9900		\$ 250,000
Industrial Development Revolving Fund	325/5836/82-2471	\$ 55,000	
Industrial Development Revolving Fund	325/5836/82-2466		\$ 55,000

Comment: This budget adjustment is to account for the funds allocated to the Port of Astoria for development-related expenses pertaining to the 26-acre Airport Industrial Park (AIP) for the exclusive purpose of preparing the AIP site for industrial development.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: 2023 – 2024 Special Projects Fund 100 Internal Service Loan Extension
Category: Business Agenda
Presented By: Monica Steele, Assistant County Manager

Issue Before the Commission: Approve the Resolution & Order required by ORS 294.468 to extend the duration of an interfund loan made between the Special Projects Fund (100/2000) and the Public Health Fund (007/4169)

Informational Summary: Attached is the R&O required by ORS 294.468 for an interfund loan that was approved during the 2018 – 2019 fiscal year between the Special Projects Fund (100/2000) and the Public Health Fund (007/4169). This loan was to pay for the construction of the Household Hazardous Waste (HHW) Facility located at 1790 Williamsport Rd., Astoria.

The total construction cost for this facility was \$1,302,271 and up through the 2019 – 2020 FY the HHW Fund has been able to repay \$602,090, with an outstanding balance of \$700,182 on the zero-interest loan.

Per ORS 294.468 it is lawful to loan money from any fund to any other fund of the municipal corporation whenever the loan is authorized by official resolution or ordinance of the governing body.

The resolution or ordinance authorizing any interfund loan permitted shall:

- State the fund from which the loan is to be made, the fund to which the loan is to be made, the purpose for which the loan is to be made and the principal amount of the loan.
- If the interfund loan is a capital loan, set forth a schedule under which the principal amount of the loan, together with interest thereon at the rate provided for, is to be budgeted and repaid to the lending fund. The schedule shall provide for the repayment in full of the loan over a term not to exceed 10 years from the date the loan is made.

- If the interfund loan is a capital loan, provide that the loan shall bear interest at an annual rate equal to the rate of return on moneys invested in the investment pool under ORS 294.805 immediately prior to the adoption of the ordinance or resolution authorizing the loan; or such other rate as the governing body may determine.

When the original R&O was approved by the Board in June of 2019 it was for an amount up to \$1,000,000 and for a five (5) year loan duration.

Given that this facility is seen as an environmental benefit to the citizens of Clatsop County citizens as a whole it had been determined at the initial onset of this project that the rate of interest on the loan would be 0% per annum.

The original R&O loaned the amount for a period of five (5) years. Staff is now asking your Board to extend the length of the loan for an additional five (5) years which is still compliant with the allowable term per ORS 294.468 and gives the HHW program more time to pay back the remaining balance of approximately \$700,000.

Fiscal Impact:

Should the Board choose not to extend the loan, the balance of the loan in the amount of \$700,182 would need to be written off, reducing revenues owed to the Special Projects fund and postponing future capital projects/acquisitions that support General Fund departments.

Requested Action:

Approve the Resolution & Order required by ORS 294.468 to extend the duration of an interfund loan made between the Special Projects Fund and the Public Health Fund for another five years to June 26, 2029.

Attachment List

- A. Recorded R&O – Document #2019060047
- B. Resolution & Order

RECORDED

JUN 27 2019 IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Doc# 2019060049

IN THE MATTER OF LOANING FUNDS)
FROM THE SPECIAL PROJECTS FUND) RESOLUTION AND ORDER
TO THE PUBLIC HEALTH FUND)
PURSUANT TO ORS 294.468)

WHEREAS, the Clatsop County Public Health Fund requires a capital loan for the construction of a Household Hazardous Waste facility; and

WHEREAS, ORS 294.468(2) sets forth the requirements for the Resolution authorizing an interfund loan.

NOW THEREFORE,

IT IS HEREBY RESOLVED AND ORDERED, pursuant to ORS 294.468(2) as follows:

1. The Special Projects Fund #100 shall loan the Public Health Fund #007 up to \$1,000,000 for the purpose of providing funds to complete the construction of a Household Hazardous Waste Facility. The loan will be made effective July 1, 2019.

2. The rate of interest on the loan shall be 0% per annum, as the construction of the facility is viewed as an environmental benefit to the citizens of Clatsop County.

3. The loan shall be repaid in full from HHW disposal fees charged on a per ton basis that are collected at the HHW facility by June 30, 2024.

ADOPTED this 26th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON



Sarah Nebeker, Chair

IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF LOANING FUNDS)
FROM THE SPECIAL PROJECTS FUND) RESOLUTION AND ORDER
TO THE PUBLIC HEALTH FUND)
PURSUANT TO ORS 294.468)

WHEREAS, the Clatsop County Public Health Fund required a capital loan for the construction of a Household Hazardous Waste facility; and

WHEREAS, ORS 294.468(2) sets forth the requirements for the Resolution authorizing an interfund loan; and

WHEREAS, the County Board of Commissioners adopted a resolution in June 2019 authorizing a zero-interest loan in an amount up to \$1,000,000 and to be paid back over a period of five (5) years; and

WHEREAS, ORS 294.468(2)(b) allows a repayment period of up to ten (10) years;

NOW THEREFORE,

IT IS HEREBY RESOLVED AND ORDERED, pursuant to ORS 294.468(2)(b) as follows:

1. The Special Projects Fund (100/2000) loaned the Public Health Fund (007/4169) up to \$1,000,000 for the purpose of providing funds to complete the construction of a Household Hazardous Waste Facility. The loan was made effective June 26th 2019.
2. The rate of interest on the loan shall remain at 0% per annum, as the purpose of the facility is viewed as an environmental benefit to the citizens of Clatsop County.
3. The loan shall be repaid in full from HHW disposal fees charged on a per ton basis that are collected at the HHW facility by June 26, 2029.

ADOPTED this _____ day of May, 2024.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Mark Kujala, Chair

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

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 Agreement between Clatsop County and the Federation of Oregon Parole and Probation Officers (FOPPO), 2024 – 2027.

Informational Summary: Clatsop County and FOPPO have come to a mutual agreement for a Collective Bargaining Agreement with an effective date of July 1, 2024 through June 30, 2027. FOPPO membership ratified the tentative agreement on March 29, 2024.

Items of note in the FOPPO agreement include:

- **Non-Uniform Clothing Reimbursement**
 - Increase from \$300/fiscal year to \$400/fiscal year
- **Hearings Officer**
 - Addition of \$200/month in the month for those performing Morrissey hearings
- **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 proposed 2024–2025 budget is approximately \$20,000.

Requested Action: *“I move that the Board approve the 2024-2027 Collective Bargaining Agreement between Federation of Oregon Parole and Probation Officers, and authorize the Chairperson to sign the agreements.”*

Attachment List

- A. Collective Bargaining Agreement between Clatsop County and Federation of Oregon Parole and Probation Officers (FOPPO), 2024 – 2027
- B. Redlined Version (FOPPO)

COLLECTIVE BARGAINING AGREEMENT

Between

CLATSOP COUNTY, OREGON

and

FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS

2024-2027

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PREAMBLE

THIS AGREEMENT is entered into by Clatsop County, a political subdivision of the State of Oregon, hereinafter referred to as the "County," and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the "Union." Unless specifically modified by a provision of this Agreement, the County's authority and discretion may be exercised to the fullest extent permitted by law. Nothing in this Preamble is intended to waive or modify any legal duty arising under the Public Employee Collective Bargaining Act, or to limit the authority of an arbitrator or the Employment Relations Board to interpret and apply the provisions of this contract in accordance with applicable legal standards.

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1 Recognition. The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all regular full and part-time adult Parole and Probation Officers, excluding supervisory, confidential and temporary employees.

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.
- C. Part Time. Those employees who work on a regular work schedule of specific hours and days of the week which is less than a regular forty (40) hour workweek. Prorated vacation and sick time benefits will accrue based on regularly-scheduled hours worked. Employees working less than eighty (80) hours per month are not eligible for fringe benefits.
- D. Temporary Employees. An employee with current DPSST certification hired, full- or part-time with the understanding that there is no guarantee of continuation of employment. If hired, temporary employees will serve for a limited duration not to exceed 180 days unless otherwise mutually agreed by the parties. Temporary employees shall serve at the pleasure of the Sheriff and County and shall be eligible for fringe benefits only as required by Oregon and/or Federal law.
- E. Probationary Employees. New employees serve an eighteen (18) month probation in accordance with Article 13.4 of this contract. New employees who are currently Parole and Probation DPSST certified shall serve a twelve (12) month probationary period. When an employee accepts a DPSST certified position within the Sheriff's Office outside of the bargaining unit and returns to the bargaining unit within eighteen (18) months, that person shall be granted all prior bargaining unit seniority earned while a member of the bargaining unit.

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 probationary 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 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 Union 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 Community Corrections Division and Sheriff's Office, except as otherwise specifically limited by the terms of this Agreement and law. The rights of employees under this Agreement and the Union are limited to those specifically set forth in this Agreement.

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 FOPPO fourteen (14) days or more prior to the implementation date. FOPPO shall notify the County and the Sheriff if FOPPO considers the rule inconsistent with the collective bargaining agreement or objectionable and an unfair labor practice if implemented unilaterally. FOPPO may demand to bargain in accordance with the PECBA as FOPPO 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 FOPPO files an ULP charge before the ERB. Work rules will not be arbitrary, capricious or discriminatory.

With respect to all other matters that arise mid-term of this Agreement, the parties shall comply with the requirements of the Public Employees Collective Bargaining Act obligations to bargain concerning changes which are mandatory subjects and significant impacts upon a mandatory subject of a change to a permissive subject.

In instances of a change not described above, the County shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto.

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 Community Corrections Division, and requirements of facilities and its 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 layoff; 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 department 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, and 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 Union 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
- 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 - UNION SECURITY

3.1 Membership. Membership or non-membership in the Union 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 Union, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

- A. Union 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 Union by the giving of written notice to the Union and the County.

3.2 Indemnification. The Union will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article. In the event that any part of this Article or Article 4 should be declared invalid or that the monthly service fee collected under these Articles should be ordered reimbursed to any nonmember, the Union shall be solely responsible for such reimbursement.

3.3 New Employees. The County agrees to furnish each new employee in the bargaining unit with access to an electronic copy of the collective bargaining agreement at the commencement of employment. Union representatives shall be permitted to meet with each new employee on duty for up to thirty (30) minutes to explain the benefits of Union membership.

ARTICLE 4 – CHECKOFF

The County agrees to deduct from the paycheck of each employee authorized by the Union the regular monthly dues uniformly required of members of the Union or a fee authorized by a nonmember, for which the Union is the exclusive bargaining agent. The amount deducted, together with an itemized statement, shall be transmitted monthly to the Union treasurer, or designee, on behalf of the employees involved. The performance of this service is at no cost to the Union. 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 workweek shall be defined as the seven (7) consecutive day period beginning with the employee's first scheduled day of work. Workday shall be defined as any 24-hour period. Regularly scheduled workdays and days off shall be consecutive unless days off are mutually agreed to by the employee and Sheriff's Office. Shift assignments shall be regular and consistent; however, this concept includes the County's ability to schedule on-duty coverage during evening hours for designated employees as operationally required. The posted work schedule shall reflect the employees' base schedule.

The County and the employee may flex the employee's base schedule by mutual agreement, either to meet operational needs or to accommodate reasonable personal needs. Flexing of time shall occur within the workweek, and will not be denied arbitrarily or capriciously by a manager or an employee. In addition, the County and the Union may agree to alternative work schedules for special teams or to meet a particular operational need.

Probationary employees including those who have not completed the academy and field training will be required to work a schedule reflective of their field training officer.

5.2 Hours of Work. Hours of work for purposes of computing overtime eligibility shall include all County paid leaves such as vacation leave, sick leave, holidays and bereavement leave.

5.3 Posting Work Schedules. Work schedules for the Community Corrections Division will be posted on the bulletin board or disseminated electronically. The work schedule shall show shifts and work hours for each workday. Work schedules shall be posted at least 15 days in advance prior to implementation.

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). A change which constitutes flex time under Article 5.1 does not constitute a change in posted work schedule within the meaning of this Article.
- B. Bona fide emergency or other situations exist which are beyond the County's control, which could not reasonably have been anticipated. Bona fide emergency does not include vacation coverage.
- 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. This Article does not restrict the County's ability, upon fifteen (15) calendar days' notice, 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. This Article does not apply in a staffing emergency where the County cannot fulfill its core duties.
- E. Unless otherwise determined by management, staff that has a 4-10 schedule will return to a 5-8 work schedule whenever there are more than one (1) paid holiday(s) during a week or when the employee has three or more days of training or travel within one (1) week.

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 held over or called back to work for any reason outside of an employee's normal work hours and contiguous to the employee's regular scheduled hours (i.e., a holdover or early start of shift), the employee shall be paid at the overtime rate for overtime hours worked.

Telephonic work off-duty is an important function of the position and is tied to both community safety and caseload management. Probation Deputies shall be responsive to off-duty phone calls from criminal justice partners. The Sheriff's Office shall update all off-duty contact numbers to the preferred contact for each Probation Deputy and shall ensure that such information is appropriately documented and disseminated. The parties acknowledge that situations may arise that prevent a Probation Deputy from immediately responding to off-duty calls. In such situations, Deputies shall respond as

soon as practicable. A bona fide inability to respond to off-duty calls shall not be grounds for disciplinary action.

Telephonic work off duty will be paid at the overtime rate with rounding as provided by the FLSA in fifteen (15) minute increments; multiple phone calls within the 15-minute period shall be considered part of the 15-minute minimum. For phone calls between 11:00 pm and 5:00 am, work conducted from home will be paid in 30-minute increments or actual time conducting work, whichever is greater. Multiple phone calls within a 30-minute period shall be considered part of the 30-minute minimum.

- C. In any instance where Sheriff's Office executive staff approves a parole officer response from off duty as a call back, the time required for overtime performance of duty shall be paid at the overtime rate and at a minimum of three (3) hours.
- D. The County and the employee may mutually agree to flex the employee's call back work hours within any forty (40) hour designated workweek within which overtime hours are worked in order to grant time off in lieu of overtime compensation.

5.6 Meal Periods. Parole and Probation Officers are expected to take a thirty (30) or sixty (60) minute off-duty meal period at or near the middle of the work shift. Parole and Probation Officers working a 4-10 schedule may choose to take a thirty (30) minute off duty meal period. When exceptions develop due to unforeseen operational considerations, the officer and supervisor will identify an appropriate alternative.

5.7 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. 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.

ARTICLE 6 – HOLIDAYS

6.1 Holidays. The following holidays shall be recognized and observed as guaranteed paid holidays:

New Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day*	Forth Thursday in November
Personal Day	Friday following Thanksgiving
Christmas Eve**	½ day – afternoon of December 24 th
Christmas Day	December 25
Personal Day***	Two per fiscal year

* Four-day weekend for Thanksgiving

** One-half day off (afternoon) on day preceding Christmas Holiday.

*** These are two paid days off per fiscal year requested on a date specified by the employee with the consent of a Sheriff's Office executive staff member. If not taken within the year earned, personal days are lost. Personal days not taken before an employee's termination date are not compensable. Personal holidays will be credited to each regular and probationary employee on July 1 of each year based on the length of employment in the prior fiscal year as follows: more than 9 months – 2 days; 3-9 months – 1 day; less than 3 months – 0 days.

Any other holiday declared by the President or Governor shall be observed on the first occurrence of that holiday during the term of this Agreement. Subsequent occurrences shall not be observed except by mutual agreement.

6.2 Eligible Employees. Each regular full-time, part-time and probationary employee who has completed one week of continuous employment and who worked the employee's last regularly scheduled day before and the employee's first regularly scheduled day after any of the above holidays. However, an employee's failure to work on such prior period of next following scheduled workday shall be excused if due to one of the following reasons:

- A. Jury service;
- B. Scheduled vacation;
- C. Scheduled compensatory time off;
- D. Bona fide injury or illness for which an employee is qualified for sick pay under the provisions of Article 8, 8.1 of this contract;

E. Any other verified reason excused by the affected Division Head.

Such regular part-time employees, regardless of the employee's daily schedule, will receive prorated holiday time off based on the employee's regular weekly hours. Example: An employee scheduled to work a 20-hour week will receive 4 hours of holiday time off. If the holiday falls on a day the employee is not scheduled to work, this time must be taken on the employee's regular workday closest to the holiday.

6.3 Holiday Pay. An eligible employee shall receive pay for the employee's regular scheduled hours for each of the holidays listed above which falls on a regularly scheduled workday and on which the employee performs no work, except as provided under Article 6.2 for holidays for part-time employees.

6.4 Weekend Holidays. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as a paid holiday and whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as a paid holiday.

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

6.6 Holiday Work. If an employee in the Community Corrections Division works on any of the holidays listed above, the employee shall, in addition to the employee's pay for the holiday at straight time, be paid one and one-half (1-1/2) times the regular rate for each hour worked. This equals a maximum rate of double time and one-half (2.5) for all hours worked on such holiday; in no event shall this Agreement be construed to permit compensation for contract overtime hours at any greater rate or amount. The overtime rate paid on a holiday shall be double time and one-half (2.5) the regular rate of pay and shall not compound. No employee may perform holiday work (except a telephone response) without a Sheriff's Office executive staff member's approval.

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 time may be scheduled and taken off with advance approval of the Division Head:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Per Month</u>	<u>Per Year</u>
1 through 4 years	.04615 hours*173.34 hours/mo	8 hours	96 hours
After 4 years	.05769 hours*173.34 hours/mo	10 hours	120 hours
After 9 years	.07292 hours*173.34 hours/mo	12.64 hours	151.68 hours
After 14 years	.08077 hours*173.34 hours/mo	14 hours	168 hours

After 19 years	.09231 hours*173.34 hours/mo	16 hours	192 hours
After 24 years	.11538 hours*173.34 hours/mo	20 hours	240 hours

Eligibility for vacation leave is established after 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. Part-time regular employees shall accrue prorated vacation leave based on hours worked.

7.2 Continuous Service. Initial accrual rate determination shall include years of Oregon certified DPSST Parole and Probation service as documented in the employee’s DPSST record. Other forms of prior out of state Parole and Probation experience may be considered at the Sheriff’s discretion. Otherwise, continuous service for vacation leave accrual shall be service unbroken by separation from the County, except that time spent by an employee on military leave, Peace Corps duty, leave resulting from a job-incurred injury, Oregon Family Leave Act and Federal Medical Leave Act or authorized educational leave shall be included as continuous service. Time spent on other types of authorized unpaid leaves will not count as part of the continuous service except that employees returning from such leave, or employees who are laid off, shall be entitled to credit for service prior to the leave.

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. Employees who do not request a vacation period prior to the end of the third month following the year in which the vacation was earned should be scheduled for a vacation by the Division Head in the following three months, up to a maximum of forty (40) hours.

Vacation leave may be accrued up to a maximum of three hundred and twenty-four (324) hours. 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 should be scheduled and taken off within a reasonable time (six (6) months shall be “reasonable time”) and, if not, then the Division Head may direct the time off be taken on mutually agreed upon 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 a scheduled vacation period shall be paid for all such regular hours worked at the overtime rate for a minimum of two hours' pay and shall not be charged for the scheduled vacation hours on such days of work.

7.6 Canceling Vacations. If the employee's vacation should be canceled or time off is impacted as provided for in 7.4, the employee may reschedule the vacation time 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. If non-refundable expenses are incurred by an employee whose pre-approved vacation is cancelled due to Court demands, the County will reimburse such non-refunded expenses provided that the employee has made the Court and District Attorney aware of the vacation period of unavailability. If non-refundable expenses are incurred by an employee whose pre-approved vacation is cancelled by the Sheriff, the County will reimburse non-refunded expenses documented to the County's satisfaction provided that the employee has exercised diligence to adjust arrangements and/or obtain refunds which avoid such a cost.

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 the order received. Unused donated vacation time is returned to the donor's leave balance upon the receiving employee's return to work. No employee may donate hours which would reduce the donor's accrued vacation below ten (10) days.
- 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 and the employee has exhausted all forms of paid leave and is officially on protected FMLA and/or OFLA leave. Total vacation transfer to a recipient shall not exceed 520 hours. Employees who are receiving time loss payments through worker's compensation or Paid Leave Oregon (PLO) benefits are not eligible to receive vacation donations. 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 hours will not be entitled to payment for any remaining 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 or payments through Paid Leave Oregon (PLO) 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 be eligible to utilize accrued sick leave. An employee also may utilize accrued sick leave for any of the purposes set forth under the Oregon Sick Time law.

Eligibility for sick leave is established after one continuous month of employment from the hire date. Full-time employees shall accrue eight (8) hours of sick leave at the completion of each full calendar month of service. Part-time regular or probationary employees shall accrue prorated sick leave based on hours worked.

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, compensatory 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. When an employee's sick leave bank exceeds 480 hours as of July 1 of any year, the employee may convert sixteen (16) hours of sick leave to personal holiday during the month of July. 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 in the amounts set forth by the State of Oregon, which the State can adjust on an annual basis.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Application for Leave. The employee shall submit any request for leave of absence in writing on a form supplied by the County 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 bereavement, 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 for time off within the following sixty (60) days shall be answered within fourteen (14) calendar days two (2) work weeks unless the County communicates a good faith reason why it cannot provide a response within this time frame.

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 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. The County shall also comply with OFLA requirements permitting up to two weeks per bereavement occurrence; such leave shall run concurrently with the County's paid bereavement leave. Under such circumstances, the family is defined as spouse, same sex or opposite sex domestic partner, parent, children, brother, sister, grandparent, grandchildren, 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 to exceed this forty (40) hour working period. All such additional leaves shall be without pay or charged to accrued vacation or compensatory time.
- B. Jury Leave. Employees shall be granted a leave of absence with pay for service as a juror during the employee's regular work hours which 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 shift(s).

9.4 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.

9.5 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 Division 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 9.4, employees shall be returned to the position that the employee held at the time the leave of absence was requested.

Benefits shall accrue in accordance with State and Federal law.

9.6 Benefits for Protected Unpaid Leave: If the employee is on approved protected leave such as FMLA, OFLA, Oregon Sick Leave (40 hours), or 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 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.9.8 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, ORS 408.290 and ORS 659A.086.

9.8 Family Leave. The County shall grant and administer family leave in accordance with federal and Oregon law and past practice.

ARTICLE 10 – HEALTH, WELFARE, AND SAFETY

10.1 Health Insurance. 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 Moda Dental Plan 2 or CIS co-pay Plan H including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an FSA, and Moda Dental Plan 2.

For each regular full-time and probationary full-time employee covered by this Agreement, the County will contribute ninety percent (90%) of the full premium for the plan tier elected by the employee, and the employee shall pay ten percent (10%). The County will contribute pro rata toward such coverages for regular part-time employees whose regular hours of work exceed twenty (20) hours per week and who are eligible to participate in the benefits.

The HSA contribution provided to eligible employees shall be \$1,100 per year for employee-only coverage and \$2,200 per year for employee + one or more dependents.

The County will make the HSA contribution for the entire calendar year during January, on the 1st 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 shall be capped at the amounts set forth in the County's Benefits Cost Share sheet for HDHP-4, which amounts shall be increased annually at insurance plan renewal by up to fifteen percent (15%) over the prior year cap during the term of this Agreement.

In addition to the foregoing, the County will continue to provide the Moda/Delta Dental dental insurance Plan 2 and the VSP-A vision plan (12/12/24). The County will pay 90% of the premium cost of dental and vision coverage; the employees will pay 10% of the premium costs by payroll deduction on a pre-tax basis; and these premium costs are not subject to the tiers of premium cap set forth above in this section and are not included in the above-stated caps.

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 FSA 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 2024, unless the carrier in its sole discretion changes the plan benefits during the term of the collective bargaining agreement or the carrier withdraws the plan from service to the County. If either of those two events occurs, the County shall provide written notice to the Union of the changes. The Union may issue a written 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.

10.3 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 shall pay 100% of the premium of such additional life insurance.

10.4 Unemployment Insurance. The County shall cover employees with unemployment insurance in accordance with the Oregon Revised Statutes during the term of this Agreement.

10.5 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.

10.6 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.

10.7 Health and Safety. Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Sheriff, the Union, 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.

The Union shall appoint and encourage the attendance of such safety committee members as are provided by the County safety committee policy. At least one Union member shall serve on the County Safety Committee.

10.8 Workers' Compensation and Paid Leave Oregon (PLO) Supplemental Benefits. All members of the Union 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 benefits received by an amount which, coupled with Workers' Compensation benefits 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 regulations). Employees may elect to supplement PLO payments with the use of accrued leave.

- 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 claim which has been denied is later held compensable upon appeal, any compensation disbursed for paid leave taken in lieu of compensable time loss in excess of 100 % take home compensation 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 July 1, 2024 and each July 1 thereafter for the life of the Agreement, employee wages shall be adjusted not less than 2.5% nor more than 4.5% based upon the change in the West Region CPI-U for the period May to May.
- 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 Union does not agree that the classification and the wage structure is proper, the Union 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. Equipment. The County will provide Parole and Probation Officers with protective safety equipment as determined by the Sheriff. 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 subpoenaed or called as a witness in judicial, administrative or legislative proceedings to testify in the performance of duty shall be permitted to do so without loss of pay, and if 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. The employee shall tender to the County any witness fee paid, and any payment for mileage if a County vehicle is used.
- 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. 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.
- J. PERS Retirement.
- (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")
 - a. Members. 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.

- K. On Call Pay. No employee shall be considered to be “on call” unless specifically designated by the Sheriff or designee in advance to remain on call and subject to call out at a designated location. In the event such requirements are imposed, such on call shall be paid hour for hour at the employee’s overtime rate. Being furnished a pager or cell phone is not on-call and is not compensable time.

11.2 Employees' Wage Plan.

- A. Classification. All bargaining unit positions within the Sheriffs bargaining unit shall have a job "class title" and corresponding range. Bargaining unit classifications are listed in 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 Step 1-7 respectively. The ranges and corresponding pay for each step are set forth in 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 unless a work equity analysis determines placement at a higher range/step. New employees may be placed 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, Union 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 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 Department 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 Manager. The Human Resources manager 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 Manager shall notify the Union 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 \$200
- B. Advanced \$400

These amounts are not cumulative.

11.4 Special Duty Pay. Employees assigned to Field Training Officer or Police Training Officer duties will be paid an additional 5% while performing such duties.

11.5 Bilingual Skills. Employees will be eligible for bilingual pay as specified in the county-wide Bilingual Pay policy.

11.6 Hearings Officer. All employees who perform *Morrissey* hearings shall receive \$200 per month for any month that they preside over a hearing.

11.7 Non-Uniform Clothing Reimbursement. Parole and Probation Officers will be entitled to four hundred dollars (\$400.00) per fiscal year for clothing or equipment that is appropriate.

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.

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. A part-time employee shall only be entitled to payment at the overtime rate for hours worked in excess of forty (40) hours per work week.

12.2 Form of Compensation. Compensation for authorized overtime shall be paid as mutually agreed by the employee and Sheriff/designee. Employees whose vacation leave balance exceeds the maximum accrual are not eligible to receive compensatory time in place of overtime paid as wages. Employees whose vacation balance does not exceed the maximum balance 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 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.

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. The County will make efforts to distribute overtime in a manner, which allows for equitable distribution among the work force. Regular and probationary employees shall be given the opportunity to sign up for up to twelve (12) hours of anticipated and scheduled overtime per month and available overtime opportunities shall be distributed equitably among those who volunteer to work before being assigned to others. If an overtime opportunity is posted, then it shall be distributed among those who sign up within ninety-six (96) hours following posting of the part-time/overtime sign-up sheet.

ARTICLE 13 – SENIORITY

13.1 Definitions. Seniority shall be defined as total length of employment by Clatsop County in a bargaining unit position, unless a break in service in the bargaining unit is greater than eighteen (18) months at which time seniority is lost. In the event of layoff, any senior employee may inform the Human Resources Director of a desire to accept layoff, and to receive a notice of layoff. Otherwise, the County shall lay off in inverse order of bargaining unit seniority in accordance with the layoff article of this Agreement.

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 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. However, the practice of retiring from PERS and working back in the same classification within the bargaining unit is not considered retiring from County employment for purposes of loss of seniority.
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of twenty-four (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.
- F. If the employee accepts a DPSST certified position within the Sheriff's Office outside of the bargaining unit and does not return to a bargaining unit position within eighteen (18) months.

13.4 Trial Periods. A newly hired employee selected to fill a job opening shall serve an appropriate trial period of eighteen (18) months in the new position. Employees who at time of hire were Parole and Probation DPSST certified shall serve a twelve (12) month probationary period.

13.5 Return after Transfer. If a vacancy exists, transferred employees who are unsuccessful may return to their former bargaining unit position within eighteen (18) months. A transferred employee shall serve a twelve (12) month probationary period. If a vacant position does not exist at the time of the requested/desired transfer, the employee will be laid off and shall be placed on a recall list for a period of 24 months. Recall will occur in accordance with Article 13.7.

13.6 Layoff and Recall. In the event of a layoff, the County will lay off the employee(s) with least seniority. 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.

13.7 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 fourteen (14) calendar days' notice of recall by certified mail with a copy forwarded to the Union. 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 fourteen (14) calendar 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, and 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.

ARTICLE 14 – RETIREE WORK BACK

14.1 Retiree Work Back with Consent. With the consent and approval of the Sheriff or Sheriff's designee, an employee may retire from PERS and work back for the County in the same classification within the bargaining unit following their retirement.

14.2 Retirement Contributions for Employees Who Work Back. The County is under no obligation to pay any retirement benefits on behalf of an employee who retires and works back for the County as a credit to increase the employee's retirement funds; however, the County will make such alternative PERS contributions as required by Oregon law.

14.3 Leave Accrual for Retirees Working Back. If an employee retires from PERS and is allowed to return to work in the same classification (work back), the employee shall have the option of retaining a portion of sick, compensatory, vacation, and personal time leave balances as long as maximum accrual balances are not exceeded. The employee's leave accrual rates will remain the same as they were prior to PERS retirement. Seniority also will be unchanged and remain the same it was prior to PERS retirement.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

15.1 Function of Punitive Discipline. Punitive actions constitute a component of the disciplinary system. If the Department Director or designee has reason to discipline an employee, the Department Director or designee will make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or in the public. Punitive actions include:

- A. Written reprimand;
- B. Punitive Transfers;
- C. Suspension without pay;

- D. Temporary reduction in rate of pay;
- E. Demotion;
- F. Dismissal.

Verbal warnings (for non-serious first-time offenses that are documented in writing) 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. Training or counseling memoranda or written or verbal admonishment(s) will be removed from the supervisor notebook or working file at the end of the relevant evaluation period. However, such electronic or written record(s) will be maintained in a separate file/location and only be used to show forewarning or progressive discipline in later disciplinary action, or to show the County has managed or supervised with due diligence.

Copies of letters imposing discipline shall be forwarded to the employee and the FOPPO Chapter President when placed in an employee's personnel file. The employee shall be allowed an opportunity to write a rebuttal concerning a written reprimand, which shall be entered in the personnel file.

15.2 Just Cause. No employee shall be disciplined except for just cause as defined by ORS 236.350(2).

15.3 Due Process Procedures.

- A. Written Reprimands and Suspensions with Pay. Due process is not a factor when considering these types of discipline. Action of this nature shall be based on just cause as defined by 15.2.

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 FOPPO 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 as defined by 15.2.

The meeting shall be taped recorded by the County or a written record made of the proceedings with a copy supplied to the Union.

The employee shall have the right to answer the charges in writing and orally. The employee shall be entitled to Union representation at all meetings when discipline under Article 15.1 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.

15.4 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 Union representation at any meeting where the employee has a reasonable belief that the discussion may lead disciplinary action.

15.5 Appeal of Disciplinary Action. Employees who have completed their initial probationary period shall have the right to appeal disciplinary action through Article 16, 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.

15.6 Sheriff Policy and Procedures Related to Discipline.

Discipline investigations shall be conducted in accordance with 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 FOPPO has been provided notice of such changes and accepted the changes without a request to bargain.

The *status quo* at the time the Association was recognized as the representative of the bargaining unit included the Clatsop County Drug and Alcohol-Free Workplace Policy which provides for reasonable cause testing and not random testing.

ARTICLE 16 - SETTLEMENT OF DISPUTES

16.1 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 15, 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 is encouraged to 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 formal written grievance shall be used 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 written grievance shall be filed within fourteen (14) calendar days from the date the employee knew or should have known of the contract violation. The written grievance shall be presented to the Division Head of the employee. The Division Head shall respond to the grievance in writing within fourteen (14) calendar days from the date it is received by the Division Head.

Step 2 – Sheriff. If the matter is not resolved by the Division Head, it shall be presented to the Sheriff within fourteen (14) calendar days from the date the Step 1 response was received or from the expiration of the fourteen (14) calendar day Step 1 period, whichever occurs first. The Sheriff or his designee shall attempt to resolve such grievance within fourteen (14) calendar days and shall prepare a written decision.

Step 3 - County Manager. Should the aggrieved employee and the Sheriff fail to effect a settlement within the time provided at Step 2, the grievance shall be taken up with the County Manager or designee within fourteen (14) calendar days from the expiration of Step 2 period or from the date of receipt of the Step 2 response, whichever occurs first.

The County Manager shall attempt to resolve such grievance within fourteen (14) calendar days. The County Manager's decision shall be in writing.

Step 4 - Arbitration. Should the aggrieved employee or FOPPO representative not be satisfied with the determination, FOPPO shall have the right to submit the matter to binding arbitration within twenty-one (21) calendar days from the expiration of the time permitted at Step 3 or receipt of the decision at Step 3, whichever occurs first. 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. 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.

Expenses for the Arbitrator's services in the proceedings shall be borne equally by the County and FOPPO. However, each party shall be responsible for any other expenses incurred by them.

16.2 Time Periods. 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 FOPPO. Failure by the employee or FOPPO to submit a grievance timely shall without a waiver, constitute abandonment of the grievance. Calendar days shall be counted from the day following the calendar day named in this Article; thus, "from" for example means that the first day counted is the next calendar day following the day referred to in relation to "from"; and the period ends with the close of business at 1700 on the fourteenth day.

Duties required by FOPPO of its officers and stewards, except attendance at meetings with the County or the Sheriff, supervisory personnel, and aggrieved employees arising out of a grievance already initiated by an employee under Article 16 hereof, shall not interfere with their or other employees' regular work assignments as employees of the County or the Sheriff's Office.

Meetings and attendance at grievance meetings and discipline or other FOPPO/County meetings related to labor contract matters shall be without loss of pay if on duty.

16.3 Grievance Meetings. The Sheriff and/or the County Manager or their designee(s) shall meet at mutually convenient times with representatives of FOPPO to adjust pending grievances, address issues concerning the administration of this labor contract, and to discuss avoidance of future grievances. In addition, FOPPO 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.

16.4 Contract Violations. In the event there is a continuing grievable issue which an employee does not wish to grieve personally, FOPPO may take up the issue, but not on behalf of the employee. FOPPO shall have fourteen (14) calendar days from the knowledge of or reasonable knowledge of the occurrence for initiating a grievance under this Article. FOPPO may take up such grievance at Step 3.

ARTICLE 17 - EDUCATION AND TRAINING

17.1 Conferences, Seminars, and Educational Programs. Employees will be granted time away from their work at their regular rate of pay when directed by their Division Head, Sheriff or supervisor to attend professional/program meetings and conferences, seminars, or educational programs which are intended to improve and upgrade the employee's skill or professional ability. The Division Head, Sheriff or supervisor must approve all such educational leaves. 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 and/or Firearms course is broken by a weekend and is being held within a four-hour travel radius of Astoria 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.

17.2 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 (1½) 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 18 - GENERAL PROVISIONS

18.1 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.

18.2 Work Rules. The Sheriff retains broad authority to adopt policy and procedure not inconsistent with law or contrary to the terms of this Agreement. Whenever the Sheriff or executive staff intends to adopt a developed/written change in policy and practice which constitutes a change in a mandatory subject of bargaining or a change that significantly impacts on a mandatory subject, the County will provide written notice of the change including the effective date of the change, delivered to the FOPPO Chapter president. In addition to bargaining in accordance with the requirements of the Public Employee Collective Bargaining Act, the parties will endeavor to communicate concerns and recommendations collaboratively concerning changes as they are identified.

18.3 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.

18.4 Visits by Union Representatives. Accredited representatives of the Union will be granted reasonable access to County or Sheriff's Office facilities and employees for purposes of investigation of grievances and official Union business, provided such visitation does not interrupt the employee's work, and the Sheriff or executive staff member has been notified and approves of such visits.

18.5 Bulletin Boards. The Union will be allowed to use a designated bulletin board to post notices regarding Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards.

18.6 Contract Negotiations. The negotiating team for the Union, to be comprised of no more than two (2) employees, 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 may be undertaken without loss of pay during work hours by two (2) bargaining unit member (FOPPO Chapter officer), subject to call and/or operational needs.

18.7 Non-Discrimination.

- A. The County and the Sheriff, and the Union 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.
- B. The County, the Sheriff and the Union agree that each will not discriminate against any employee for either engaging in or refraining from engaging in lawful Union activity, and shall not interfere, restrain or coerce in or because of the exercise of rights guaranteed under ORS 243.662; and shall not dominate, interfere with or assist in the existence or administration of the Union or the County.

18.8 Voluntary Drug and Alcohol Treatment.

- A. The primary objectives of this drug and alcohol policy are to maintain employee performance and good health, and a safe work environment. If, prior to a requirement by County that the employee submit to any of the tests in this policy, the employee notifies a supervisor that the employee has a drug or alcohol problem that requires treatment, then in that event the employee shall immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by County. If recommended by the qualified drug and alcohol medical provider, the employee shall enroll in a rehabilitative treatment program. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for cost of the treatment program.
- B. If an employee has previously enrolled in voluntary rehabilitative treatment described in this section and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in this policy, then the employee shall

immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by County and shall successfully complete the treatment program recommended by the qualified drug and alcohol medical provider. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for costs of the treatment program. If the employee fails to complete the treatment program successfully, the employee shall be terminated.

18.9 Existing Conditions. No reduction in existing working conditions or benefits which constitute mandatory subjects for bargaining not covered elsewhere in this Agreement shall be made. Any dispute as to whether a change in working conditions or benefits is justified may be taken up as a grievance. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by County. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of County to grant time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with County's prior practice or orders.

ARTICLE 19 - SAVINGS AND FUNDING CLAUSES

19.1 Savings Clause. 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.

19.2 Funding Clause. The parties recognize that funding of wages and benefits provided by this Agreement must be approved annually by established budget procedures. Wages, benefits and staffing are contingent upon sources of revenue and annual budget approval. In the event that the County determines that layoffs definitely will occur as a result of budget decisions, the County will notify the Union prior to issuing layoff notices, and the parties will explore cost saving alternatives in order to avert layoffs. This article is not a waiver of economic provision of this Agreement.

ARTICLE 20 – DURATION

20.1 Duration. Unless explicitly provided otherwise herein, this Agreement shall be effective upon execution and shall remain in effect through June 30, 2027. This Agreement shall be automatically renewed from year to year after, unless either party shall notify the other in writing 180 calendar days or more prior to June 30, 2027, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than March 1st of the year in which this Agreement term ends. 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 _____, 2024.

FEDERATION OF PAROLE AND
PROBATION OFFICERS

FOR CLATSOP COUNTY

Dan Smith
President

Matthew D. Phillips
Clatsop County Sheriff

Jasper Devereaux
Vice President

Mark Kujala
Chair, Board of Commissioners

Don Bohn
Clatsop County Manager

Rebecca Cameron
Human Resources Director

4855-9894-3019, v. 1

COLLECTIVE BARGAINING AGREEMENT

Between

CLATSOP COUNTY, OREGON

and

FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS

~~2024-2028~~2027-2022—2024

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PREAMBLE

THIS AGREEMENT is entered into by Clatsop County, a political subdivision of the State of Oregon, hereinafter referred to as the "County," and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the "Union." Unless specifically modified by a provision of this Agreement, the County's authority and discretion may be exercised to the fullest extent permitted by law. Nothing in this Preamble is intended to waive or modify any legal duty arising under the Public Employee Collective Bargaining Act, or to limit the authority of an arbitrator or the Employment Relations Board to interpret and apply the provisions of this contract in accordance with applicable legal standards.

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1 Recognition. The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all regular full and part-time adult Parole and Probation Officers, excluding supervisory, confidential and ~~casual~~temporary employees.

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.

C. Part Time. Those employees who work on a regular work schedule of specific hours and days of the week which is less than a regular forty (40) hour workweek. Prorated vacation and sick time benefits will accrue based on regularly-scheduled hours worked. Employees working less than eighty (80) hours per month are not eligible for fringe benefits.

D. Temporary~~Casual~~ Employees. An employee with current DPSST certification hired, full- or part-time with the understanding that there is no guarantee of continuation of employment. If hired, ~~temporary~~casual employees will serve for a limited duration not to exceed ~~180~~90 days unless otherwise mutually agreed by the parties. ~~Temporary~~Casual employees shall serve at the pleasure of the Sheriff and County and shall be ~~ineligible for wages and fringe benefits only as provided~~required by for in under this Agreement except to the extent required by Oregon ~~and/or~~ Federal law.

E. Probationary Employees. New employees serve an eighteen (18) month probation in accordance with Article 13.4 of this contract. New employees who are currently Parole and Probation DPSST certified shall serve a twelve (12) month probationary period.

When an employee accepts a DPSST certified position within the Sheriff's Office outside of the bargaining unit and returns to the bargaining unit within eighteen (18) months, that person shall be granted all prior bargaining unit seniority earned while a member of the bargaining unit.

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 probationary 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 Union 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 Community Corrections Division and Sheriff's Office, except as otherwise specifically limited by the terms of this Agreement and law. The rights of employees under this Agreement and the Union are limited to those specifically set forth in this Agreement.

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 FOPPO fourteen (14) days or more prior to the implementation date. FOPPO shall notify the

County and the Sheriff if FOPPO considers the rule inconsistent with the collective bargaining agreement or objectionable and an unfair labor practice if implemented unilaterally. FOPPO may demand to bargain in accordance with the PECBA as FOPPO 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 FOPPO files an ULP charge before the ERB. Work rules will not be arbitrary, capricious or discriminatory.

With respect to all other matters that arise mid-term of this Agreement, the parties shall comply with the requirements of the Public Employees Collective Bargaining Act obligations to bargain concerning changes which are mandatory subjects and significant impacts upon a mandatory subject of a change to a permissive subject.

In instances of a change not described above, the County shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto.

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 Community Corrections Division, and requirements of facilities and its 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 layoff; 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 department 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, and 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 Union 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

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 - UNION SECURITY

3.1 Membership. Membership or non-membership in the Union 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 Union, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

A. Union 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 Union by the giving of written notice to the Union and the County.

3.2 Indemnification. The Union will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article. In the event that any part of this Article or Article 4 should be declared invalid or that the monthly service fee collected under these Articles should be ordered reimbursed to any nonmember, the Union shall be solely responsible for such reimbursement.

3.3 New Employees. The County agrees to furnish each new employee in the bargaining unit with access to an electronic a-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 Union and the County.~~ Union representatives shall be permitted to meet with each new employee on duty for up to thirty (30) minutes to explain the benefits of Union membership.

ARTICLE 4 – CHECKOFF

The County agrees to deduct from the paycheck of each employee authorized by the Union the regular monthly dues uniformly required of members of the Union or a fee authorized by a nonmember, for which the Union is the exclusive bargaining agent. The amount deducted, together with an itemized statement, shall be transmitted monthly to the Union treasurer, or designee, on behalf of the employees involved. The performance of this service is at no cost to the Union. 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 workweek shall be defined as the seven (7) consecutive day period beginning with the employee's first scheduled day of work. Workday shall be defined as any 24-hour period. Regularly scheduled workdays and days off shall be consecutive unless days off are mutually agreed to by the employee and Sheriff's Office. Shift assignments shall be regular and consistent; however, this concept includes the County's ability to schedule on-duty coverage during evening hours for designated employees as operationally required. The posted work schedule shall reflect the employees' base schedule, ~~and the base schedule shall be a five eight~~

~~(5-8) or four-ten (4-10) configuration unless the employee and the Division Head otherwise agree. Generally, the hours for the 5-8 schedule will be 0800 to 1700.~~

The County and the employee may flex the employee's base schedule by mutual agreement, either to meet operational needs or to accommodate reasonable personal needs. Flexing of time shall occur within the workweek, and will not be denied arbitrarily or capriciously by a manager or an employee. In addition, the County and the Union may agree to alternative work schedules for special teams or to meet a particular operational need.

Probationary employees including those who have not completed the academy and field training will be required to work a schedule reflective of their field training officer.

5.2 Hours of Work. Hours of work for purposes of computing overtime eligibility shall include all County paid leaves such as vacation leave, sick leave, holidays and bereavement leave.

5.3 Posting Work Schedules. Work schedules for the Community Corrections Division will be posted on the bulletin board or disseminated electronically. The work schedule shall show shifts and work hours for each workday. Work schedules shall be posted at least 15 days in advance prior to implementation.

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). A change which constitutes flex time under Article 5.1 does not constitute a change in posted work schedule within the meaning of this Article.

B. Bona fide emergency or other situations exist which are beyond the County's control, which could not reasonably have been anticipated. Bona fide emergency does not include vacation coverage.

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. This Article does not restrict the County's ability, upon fifteen (15) calendar days' notice, 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. This Article does not apply in a staffing emergency where the County cannot fulfill its core duties.

E. Unless otherwise determined by management, staff that has a 4-10 schedule will

return to a 5-8 work schedule whenever there are more than one (1) paid holiday(s) during a week or during the week of Thanksgiving and Christmas and when there are weeks when the employee has three or more days of training or travel within one (1) week.

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 held over or called back to work for any reason outside of an employee's normal work hours and contiguous to the employee's regular scheduled hours (i.e., a holdover or early start of shift), the employee shall be paid at the overtime rate for overtime hours worked.

Telephonic work off-duty is an important function of the position and is tied to both community safety and caseload management. Probation Deputies shall be responsive to off-duty phone calls from criminal justice partners. The Sheriff's Office shall update all off-duty contact numbers to the preferred contact for each Probation Deputy and shall ensure that such information is appropriately documented and disseminated. The parties acknowledge that situations may arise that prevent a Probation Deputy from immediately responding to off-duty calls. In such situations, Deputies shall respond as soon as practicable. A bona fide inability to respond to off-duty calls shall not be grounds for disciplinary action.

Telephonic work off duty will be paid at the overtime rate with rounding as provided by the FLSA in fifteen (15) minute increments; multiple phone calls within the 15-minute period shall be considered part of the 15-minute minimum. For phone calls between 11:00 pm and 5:00 am, work conducted from home will be paid in 30-minute increments or actual time conducting work, whichever is greater. Multiple phone calls within a 30-minute period shall be considered part of the 30-minute minimum. ~~This does not apply when the call is to ascertain information or locate items not available to the calling deputy/supervisor due to inaction, inattention, or oversight of the employee.~~

C. In any instance where Sheriff's Office executive staff approves a parole officer response from off duty as a call back, the time required for overtime performance of duty shall be paid at the overtime rate and at a minimum of three (3) hours.

D. The County and the employee may mutually agree to flex the employee's call back work hours within any forty (40) hour designated workweek within which overtime hours are worked in order to grant time off in lieu of overtime compensation.

5.6 Meal Periods. Parole and Probation Officers are expected to take a thirty (30) or sixty (60) minute off-duty meal period at or near the middle of the work shift. Parole and Probation

Officers working a 4-10 schedule may choose to take a thirty (30) minute off duty meal period. When exceptions develop due to unforeseen operational considerations, the officer and supervisor will identify an appropriate alternative.

5.7 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. 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.

ARTICLE 6 – HOLIDAYS

6.1 Holidays. The following holidays shall be recognized and observed as guaranteed paid holidays:

New Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day*	Forth Thursday in November
Personal Day	Friday following Thanksgiving
Christmas Eve**	½ day – afternoon of December 24 th
Christmas Day	December 25
Personal Day***	Two per fiscal year

* Four-day weekend for Thanksgiving

** One-half day off (afternoon) on day preceding Christmas Holiday.

*** These are two paid days off per fiscal year requested on a date specified by the employee with the consent of a Sheriff's Office executive staff member. If not taken within the year earned, personal days are lost. Personal days not taken before an employee's termination date are not compensable. Personal holidays will be credited to each regular and probationary employee on July 1 of each year based on the length of employment in the prior fiscal year as follows: more than 9 months – 2 days; 3-9 months – 1 day; less than 3 months – 0 days.

Any other holiday declared by the President or Governor shall be observed on the first occurrence of that holiday during the term of this Agreement. Subsequent occurrences shall not be observed except by mutual agreement.

6.2 Eligible Employees. Each regular full-time, part-time and probationary employee who has completed one week of continuous employment and who worked the employee's last regularly scheduled day before and the employee's first regularly scheduled day after any of the above holidays. However, an employee's failure to work on such prior period of next following scheduled workday shall be excused if due to one of the following reasons:

- A. Jury service;
- B. Scheduled vacation;
- C. Scheduled compensatory time off;
- D. Bona fide injury or illness for which an employee is qualified for sick pay under the provisions of Article 8, 8.1 of this contract;
- E. Any other verified reason excused by the affected Division Head.

Such regular part-time employees, regardless of the employee's daily schedule, will receive prorated holiday time off based on the employee's regular weekly hours. Example: An employee scheduled to work a 20-hour week will receive 4 hours of holiday time off. If the holiday falls on a day the employee is not scheduled to work, this time must be taken on the employee's regular workday closest to the holiday.

6.3 Holiday Pay. An eligible employee shall receive pay for the employee's regular scheduled hours for each of the holidays listed above which falls on a regularly scheduled workday and on which the employee performs no work, except as provided under Article 6.2 for holidays for part-time employees.

6.4 Weekend Holidays. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as a paid holiday and whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as a paid holiday.

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

6.6 Holiday Work. If an employee in the Community Corrections Division works on any of the holidays listed above, the employee shall, in addition to the employee's pay for the holiday at straight time, be paid one and one-half (1-1/2) times the regular rate for each hour worked. This equals a maximum rate of double time and one-half (2.5) for all hours worked on such holiday; in no event shall this Agreement be construed to permit compensation for contract overtime hours at any greater rate or amount. The overtime rate paid on a holiday shall be double time and one-half (2.5) the regular rate of pay and shall not compound. No employee may perform holiday work (except a telephone response) without a Sheriff's Office executive staff member's approval.

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 time may be scheduled and taken off with advance approval of the Division Head:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Per Month</u>	<u>Per Year</u>
1 through 4 years	.04615 hours*173.34 hours/mo	8 hours	96 hours
After 4 years	.05769 hours*173.34 hours/mo	10 hours	120 hours
After 9 years	.07292 hours*173.34 hours/mo	12.64 hours	151.68 hours
After 14 years	.08077 hours*173.34 hours/mo	14 hours	168 hours
After 19 years	.09231 hours*173.34 hours/mo	16 hours	192 hours
After 24 years	.11538 hours*173.34	20 hours	240 hours

hours/mo

Eligibility for vacation leave is established after ~~six months~~the first month of continuous employment. ~~However, the Sheriff shall have sole discretion on whether to waive any requirement that an employee first serve six months of County employment before vacation can be used.~~ 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.~~

Part-time regular employees shall accrue prorated vacation leave based on hours worked.

7.2 Continuous Service. Initial accrual rate determination shall include years of Oregon certified DPSST Parole and Probation service as documented in the employee's DPSST record. ~~However, the Sheriff may, at his sole discretion, consider~~ Other forms of prior out of state Parole and Probation experience may be considered at the Sheriff's discretion~~that does not appear on a DPSST record.~~ Otherwise, continuous service for vacation leave accrual shall be service unbroken by separation from the County, except that time spent by an employee on military leave, Peace Corps duty, leave resulting from a job-incurred injury, Oregon Family Leave Act and Federal Medical Leave Act or authorized educational leave shall be included as continuous service. Time spent on other types of authorized unpaid leaves will not count as part of the continuous service except that employees returning from such leave, or employees who are laid off, shall be entitled to credit for service prior to the leave.

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. Employees who do not request a vacation period prior to the end of the third month following the year in which the vacation was earned should be scheduled for a vacation by the Division Head in the following three months, up to a maximum of forty (40) hours.

Vacation leave may be accrued up to a maximum of three hundred and twenty-four (324) hours. 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 should be scheduled and taken off within a reasonable time (six (6) months shall be "reasonable time") and, if not, then the Division Head may direct the time off be taken on mutually agreed upon 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 a scheduled vacation period shall be paid for all such regular hours worked at the overtime rate for a minimum of two hours' pay and shall not be charged for the scheduled vacation hours on such days of work.

7.6 Canceling Vacations. If the employee's vacation should be canceled or time off is impacted as provided for in 7.4, the employee may reschedule the vacation time 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. If non-refundable expenses are incurred by an employee whose pre-approved vacation is cancelled due to Court demands, the County will reimburse such non-refunded expenses provided that the employee has made the Court and District Attorney aware of the vacation period of unavailability. If non-refundable expenses are incurred by an employee whose pre-approved vacation is cancelled by the Sheriff, the County will reimburse non-refunded expenses documented to the County's satisfaction provided that the employee has exercised diligence to adjust arrangements and/or obtain refunds which avoid such a cost.

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 the order received. Unused donated vacation time is returned to the donor's leave balance upon the receiving employee's return to work. No employee may donate hours which would reduce the donor's accrued vacation below ten (10) days.

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 and the employee has exhausted all forms of paid leave and is officially on protected FMLA and/or OFLA leave ~~status as defined by state or federal law such as FMLA or OFLA~~. Total vacation transfer to a recipient shall not exceed 520 hours. Employees who are receiving time loss payments through worker's compensation or Paid Leave Oregon (PLO) benefits are not eligible to receive vacation

donations. 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 hours will not be entitled to payment for any remaining 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 or payments through Paid Leave Oregon (PLO) 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 be eligible to utilize accrued sick leave. An employee also may utilize accrued sick leave for any of the purposes set forth under the Oregon Sick Time law.

Eligibility for sick leave is established after one continuous month of employment from the hire date. Full-time employees shall accrue eight (8) hours of sick leave at the completion of each full calendar month of service. Part-time regular or probationary employees shall accrue prorated sick leave based on hours worked.

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, compensatory 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. When an employee's sick leave bank exceeds 480 hours as of July 1 of any year, the employee may convert sixteen (16) hours of sick leave to personal holiday during the month of July. 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 in the amounts set forth by the State of Oregon, which the State can adjust on an annual basis.

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ARTICLE 9 - LEAVES OF ABSENCE

9.1 Application for Leave. The employee shall submit any request for leave of absence in writing on a form supplied by the County 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 for time off within the following sixty (60) days shall be answered within

fourteen (14) calendar days two (2) work weeks unless the County communicates a good faith reason why it cannot provide a response within this time frame.

~~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. The employee shall submit any request for leave of absence in writing on a form supplied by the County 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 for time off within the following sixty (60) days shall be answered within fourteen (14) calendar days two (2) work weeks unless the County communicates a good faith reason why it cannot provide a response within this time frame.~~

9.34 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. The County shall also comply with OFLA requirements permitting up to two weeks per bereavement occurrence; such leave shall run concurrently with the County's paid bereavement leave. Under such circumstances, the family is defined as spouse, same sex or opposite sex

domestic partner, parent, children, brother, sister, grandparent, grandchildren, 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 to exceed this forty (40) hour working period. All such additional leaves shall be without pay or charged to accrued vacation or compensatory time.

B. Jury Leave. Employees shall be granted a leave of absence with pay for service as a juror during the employee's regular work hours which 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 shift(s).

9.45 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.

9.56 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 Division 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 9.45, employees shall be returned to the position that the employee held at the time the leave of absence was requested.

Benefits shall accrue in accordance with State and Federal law.

9.6 Benefits for Protected Unpaid Leave: If the employee is on approved protected leave such as FMLA, OFLA, Oregon Sick Leave (40 hours), or 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 shall not be considered to be in unpaid leave status.

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9.7 Benefits while on Unprotected Unpaid Leave: Employees in unprotected unpaid leave

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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.

9.87 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, ORS 408.290 and ORS 659A.086.

9.98 Family Leave. The County shall grant and administer family leave in accordance with federal and Oregon law and past practice.

ARTICLE 10 – HEALTH, WELFARE, AND SAFETY

10.1 Health Insurance. 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 Moda Dental Plan 2 or CIS co-pay Plan H including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an FSA, and Moda Dental Plan 2.

For each regular full-time and probationary full-time employee covered by this Agreement, the County will contribute ninety percent (90%) of the full premium for the plan tier elected by the employee, and the employee shall pay ten percent (10%). The County will contribute pro rata toward such coverages for regular part-time employees whose regular hours of work exceed twenty (20) hours per week and who are eligible to participate in the benefits.

The HSA contribution provided to eligible employees shall be \$1,100 per year for employee-only coverage and \$2,200 per year for employee + one or more dependents.

~~For 20242, 2025, 2026, and 20273, the~~The County will make the HSA contribution for the entire calendar year during January, on the 1st 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 shall be capped at the amounts set forth in the County's ~~20242~~ Benefits Cost Share sheet for HDHP-4, which amounts shall be increased annually at insurance plan renewal by up to fifteen percent (15%) over the prior year cap during the term of this Agreement.

In addition to the foregoing, the County will continue to provide the Moda/Delta Dental dental insurance Plan 2 and the VSP-A vision plan (12/12/24). The County will pay 90% of the premium cost of dental and vision coverage; the employees will pay 10% of the premium costs by payroll deduction on a pre-tax basis; and these premium costs are not subject to the tiers of premium cap set forth above in this section and are not included in the above-stated caps.

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 FSA 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 2024, unless the carrier in its sole discretion changes the plan benefits during the term of the collective bargaining agreement or the carrier withdraws the plan from service to the County. If either of those two events occurs, the County shall provide written notice to the Union of the changes. The Union may issue a written 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.

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10.32 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 shall pay 100% of the premium of such additional life insurance.

10.43 Unemployment Insurance. The County shall cover employees with unemployment insurance in accordance with the Oregon Revised Statutes during the term of this Agreement.

10.54 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.

10.65 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.

10.76 Health and Safety. Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Sheriff, the Union, 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.

The Union shall appoint and encourage the attendance of such safety committee members as are provided by the County safety committee policy. At least one Union member shall serve on the County Safety Committee.

10.8 – Workers’ Compensation and Paid Leave Oregon (PLO) Supplemental Benefits. All members of the Union 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 benefits received by an amount which, coupled with Workers’ Compensation benefits 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 regulations). Employees may elect to supplement PLO payments with the use of accrued leave.

- 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 claim which has been denied is later held compensable upon appeal, any compensation disbursed for paid leave taken in lieu of compensable time loss in excess of 100 % take home compensation 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 July 1, 2024~~2~~ and each July 1 thereafter for the life of the Agreement, employee wages shall be adjusted not less than 2.5% nor more than 4.5% based upon the change in the ~~West Region All-US~~ CPI-~~UW~~ for the period May to May.

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 Union does not agree that the classification and the wage structure is proper, the Union 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. Equipment. The County will provide Parole and Probation Officers with protective safety equipment as determined by the Sheriff. 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 subpoenaed or called as a witness in judicial, administrative or legislative proceedings to testify in the performance of duty shall be permitted to do so without loss of pay, and if 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. The employee shall tender to the County any witness fee paid, and any payment for mileage if a County vehicle is used.

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. 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 draw shall be made on the twentieth (20th) of the month or on the last working day prior to the 20th.

J. PERS Retirement.

- (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")
 - a. Members. 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.

K. On Call Pay. No employee shall be considered to be "on call" unless specifically designated by the Sheriff or designee in advance to remain on call and subject to call out at a designated location. In the event such requirements are imposed, such on call shall be paid hour for hour at the employee's overtime rate. Being furnished a pager or cell phone is not on-call and is not compensable time.

11.2 Employees' Wage Plan.

A. Classification. All bargaining unit positions within the Sheriffs bargaining unit shall have a job "class title" and corresponding range. Bargaining unit classifications are listed in 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 Step 1-7 respectively. The ranges and corresponding pay for each step are set forth in 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 unless a work equity analysis determines placement at a higher range/step. New employees may be placed 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, Union 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 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 Department 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 Manager. The Human Resources manager 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 Manager shall notify the Union 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 Special Duty Pay. Employees assigned to Field Training Officer or Police Training Officer duties will be paid an additional 5% while performing such duties.

11.5 Bilingual Skills. Employees will be eligible for bilingual pay as specified in the county-wide Bilingual Pay policy.

11.6 Hearings Officer. All employees who perform *Morrissey* hearings shall receive \$200 per month for any month that they preside over a hearing.

11.67 Non-Uniform Clothing Reimbursement. Parole and Probation Officers will be entitled to ~~three-four~~ hundred dollars (~~\$300~~\$400.00) per fiscal year for clothing or equipment that is appropriate.

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.

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. A part-time employee shall only be entitled to payment at the overtime rate for hours worked in excess of forty (40) hours per work week.

12.2 Form of Compensation. Compensation for authorized overtime shall be paid as mutually agreed by the employee and Sheriff/designee. Employees whose vacation leave balance exceeds the maximum accrual are not eligible to receive compensatory time in place of overtime paid as wages. ~~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 whose vacation balance does not exceed the maximum balance 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 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.

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. The County will make efforts to distribute overtime in a manner, which allows for equitable distribution among the work force. Regular and probationary employees shall be given the opportunity to sign up for up to twelve (12) hours of anticipated and scheduled overtime per month and available overtime opportunities shall be distributed equitably among those who volunteer to work before being assigned to others. If an overtime opportunity is posted, then it shall be distributed among those who sign up within ninety-six (96) hours following posting of the part-time/overtime sign-up sheet.

ARTICLE 13 – SENIORITY

13.1 Definitions. Seniority shall be defined as total length of employment by Clatsop County in a bargaining unit position, unless a break in service in the bargaining unit is greater than eighteen (18) months at which time seniority is lost. In the event of layoff, any senior employee may inform the Human Resources Director of a desire to accept layoff, and to receive a notice of layoff. Otherwise, the County shall lay off in inverse order of bargaining unit seniority in accordance with the layoff article of this Agreement.

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 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. However, the practice of retiring from PERS and working back in the same classification within the bargaining unit is not considered retiring from County employment for purposes of loss of seniority.

D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of twenty-four (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.

E.F. If the employee accepts a DPSST certified position within the Sheriff's Office outside of the bargaining unit and does not return to a bargaining unit position within eighteen (18) months.

13.4 Trial Periods. A newly hired employee selected to fill a job opening shall serve an appropriate trial period of eighteen (18) months in the new position. Employees who at time of hire were Parole and Probation DPSST certified shall serve a twelve (12) month probationary period.

13.5 Return after Transfer. If a vacancy exists, transferred employees who are unsuccessful may return to their former bargaining unit position within eighteen (18) months. A transferred employee shall serve a twelve (12) month probationary period. If a vacant position does not exist at the time of the requested/desired transfer, the employee will be laid off and shall be placed on a recall list for a period of 24 months. Recall will occur in accordance with Article 13.7.

~~13.6~~ Layoff and Recall. In the event of a layoff, the County will lay off the employee(s) with least seniority. Except for financial circumstances beyond the control of the County or Sheriff,

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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.

13.76 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 fourteen (14) calendar days' notice of recall by certified mail with a copy forwarded to the Union. 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 fourteen (14) calendar 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, and 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.

[BARGAINING NOTE: NEW ARTICLE ALL OTHER ARTICLES BELOW WILL NEED TO BE RENUMBERED]

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ARTICLE ~~XX~~14 – RETIREE WORK BACK

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~~XX~~14.1 Retiree Work Back with Consent. With the consent and approval of the Sheriff or Sheriff's designee, an employee may retire from PERS and work back for the County in the same classification within the bargaining unit following their retirement.

~~XX~~14.2 Retirement Contributions for Employees Who Work Back. The County is under no obligation to pay any retirement benefits on behalf of an employee who retires and works back for the County as a credit to increase the employee's retirement funds; however, the County will make such alternative PERS contributions as required by Oregon law.

~~XX~~14.3 Leave Accrual for Retirees Working Back. If an employee retires from PERS and is allowed to return to work in the same classification (work back), the employee shall have the option of retaining a portion of sick, compensatory, vacation, and personal time leave balances as long as maximum accrual balances are not exceeded. The employee's leave accrual rates will remain the same as they were prior to PERS retirement. Seniority also will be unchanged and remain the same it was prior to PERS retirement.

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ARTICLE ~~14-15~~ - DISCIPLINE AND DISCHARGE

~~4415.1~~ Function of Punitive Discipline. Punitive actions constitute a component of the disciplinary system. If the Department Director or designee has reason to discipline an employee, the Department Director or designee will make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or in the public. Punitive actions include:

- A. Written reprimand;
- ~~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)

~~T~~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. Training or counseling memoranda or written or verbal admonishment(s) will be removed from the supervisor notebook or working file at the end of the relevant evaluation period. However, such electronic or written record(s) will be maintained in a separate file/location and only be used to show forewarning or progressive discipline in later disciplinary action, or to show the County has managed or supervised with due diligence.

Copies of letters imposing discipline shall be forwarded to the employee and the FOPPO Chapter President when placed in an employee's personnel file. The employee shall be allowed an opportunity to write a rebuttal concerning a written reprimand, which shall be entered in the personnel file.

~~4415.2~~ Just Cause. No employee shall be disciplined except for just cause as defined by ORS 236.350(2).

~~4415.3~~ Due Process Procedures.

A. Written Reprimands and Suspensions with Pay. Due process is not a factor when considering these types of discipline. Action of this nature shall be based on just cause as

defined by [4415.2](#).

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 FOPPO 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 as defined by [4415.2](#).

The meeting shall be taped recorded by the County or a written record made of the proceedings with a copy supplied to the Union.

The employee shall have the right to answer the charges in writing and orally. The employee shall be entitled to Union representation at all meetings when discipline under Article [4415.1](#) 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.

4415.4 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 Union representation at any meeting where the employee has a reasonable belief that the discussion may lead disciplinary action.

4415.5 Appeal of Disciplinary Action. Employees who have completed their initial probationary period shall have the right to appeal disciplinary action through Article ~~4516~~, 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.

4415.6 Sheriff Policy and Procedures Related to Discipline.

Discipline investigations shall be conducted in accordance with 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 FOPPO has been provided notice of such changes and accepted the changes without a request to bargain.

The *status quo* at the time the Association was recognized as the representative of the bargaining unit included the Clatsop County Drug and Alcohol-Free Workplace Policy which provides for reasonable cause testing and not random testing.

ARTICLE ~~15-16~~ - SETTLEMENT OF DISPUTES

~~4516~~.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 ~~4415~~, 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 be encouraged to take up the grievance or dispute with their Supervisor before proceeding to Step 1 of the Formal Grievance Procedure.

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Step 1 - Division Head. If a matter subject to grievance is not resolved by the supervisor informally, a formal written grievance shall be used 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 written grievance shall be filed within fourteen (14) calendar days from the date the employee knew or should have known of the contract violation. The written grievance shall be presented to the Division Head of the employee. The Division Head shall respond to the grievance in writing within fourteen (14) calendar days from the date it is received by the Division Head.

Step 2 – Sheriff. If the matter is not resolved by the Division Head, it shall be presented to the Sheriff within fourteen (14) calendar days from the date the Step 1 response was received or from the expiration of the fourteen (14) calendar day Step 1 period, whichever occurs first. The Sheriff or his designee shall attempt to resolve such grievance within fourteen (14) calendar days and shall prepare a written decision.

Step 3 - County Manager. Should the aggrieved employee and the Sheriff fail to effect a settlement within the time provided at Step 2, the grievance shall be taken up with the County Manager or designee within fourteen (14) calendar days from the expiration of Step 2 period or from the date of receipt of the Step 2 response, whichever occurs first. The County Manager shall attempt to resolve such grievance within fourteen (14) calendar days. The County Manager’s decision shall be in writing.

Step 4 - Arbitration. Should the aggrieved employee or FOPPO representative not be satisfied with the determination, FOPPO shall have the right to submit the matter to binding arbitration within ~~twenty-one~~fourteen (21~~14~~) calendar days from the expiration of the time permitted at Step 3 or receipt of the decision at Step 3, whichever occurs first.

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~~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. The parties or their representatives shall jointly request from the State Conciliation Service, promptly as they may agree or not longer than fourteen (14) calendar days from receipt of the request for arbitration, a list of names of thirteen (13) arbitrators who are West Coast arbitrators. The parties shall strike names within ten (10) days from receipt of the list or within a reasonable time not to exceed 30 days, 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~~

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Agreement. The arbitrator shall have no authority to add to, subtract from, alter, or modify any terms of this Agreement.

~~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 and the Arbitrator shall be requested to issue his decision within thirty (30) days from the conclusion of the proceedings.~~ Expenses for the Arbitrator's services in the proceedings shall be borne equally by the County and FOPPO. However, each party shall be responsible for any other expenses incurred by them.

~~1516.2 Time Periods. The term "working days" as used in Section 1516.1 refers to 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 FOPPO. Failure by the employee or FOPPO to submit a grievance timely shall without a waiver, constitute abandonment of the grievance. Calendar days shall be counted from the day following the calendar day named in this Article; thus, "from" for example means that the first day counted is the next calendar day following the day referred to in relation to "from"; and the period ends with the close of business at 1700 on the fourteenth day.

Duties required by FOPPO of its officers and stewards, except attendance at meetings with the County or the Sheriff, supervisory personnel, and aggrieved employees arising out of a grievance already initiated by an employee under Article ~~15-16~~ hereof, shall not interfere with their or other employees' regular work assignments as employees of the County or the Sheriff's Office.

Meetings and attendance at grievance meetings and discipline or other FOPPO/County meetings related to labor contract matters shall be without loss of pay if on duty.

~~15-416.3~~ Grievance Meetings. The Sheriff and/or the County Manager or their designee(s) shall meet at mutually convenient times with representatives of FOPPO to adjust pending grievances, address issues concerning the administration of this labor contract, and to discuss avoidance of future grievances. In addition, FOPPO 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.

~~15-516.4~~ Contract Violations. In the event there is a continuing grievable issue which an employee does not wish to grieve personally, FOPPO may take up the issue, but not on behalf of the employee. FOPPO shall have fourteen (14) calendar days from the knowledge of or reasonable knowledge of the occurrence for initiating a grievance under this Article. FOPPO may take up such grievance at Step 3.

ARTICLE ~~16-17~~ - EDUCATION AND TRAINING

4617.1 Conferences, Seminars, and Educational Programs. Employees will be granted time away from their work at their regular rate of pay when directed by their Division Head, Sheriff or supervisor to attend professional/program meetings and conferences, seminars, or educational programs which are intended to improve and upgrade the employee's skill or professional ability. The Division Head, Sheriff or supervisor must approve all such educational leaves. 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 and/or Firearms course is broken by a weekend and is being held within a four-hour travel radius of Astoria 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.

4617.2 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 ~~17-18~~ - GENERAL PROVISIONS

~~1718.1~~ 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.

~~1718.2~~ Work Rules. The Sheriff retains broad authority to adopt policy and procedure not inconsistent with law or contrary to the terms of this Agreement. Whenever the Sheriff or executive staff intends to adopt a developed/written change in policy and practice which constitutes a change in a mandatory subject of bargaining or a change that significantly impacts on a mandatory subject, the County will provide written notice of the change including the effective date of the change, delivered to the FOPPO Chapter president. In addition to bargaining in accordance with the requirements of the Public Employee Collective Bargaining Act, the parties will endeavor to communicate concerns and recommendations collaboratively concerning changes as they are identified.

~~1718.3~~ 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.

~~1718.4~~ Visits by Union Representatives. Accredited representatives of the Union will be granted reasonable access to County or Sheriff's Office facilities and employees for purposes of investigation of grievances and official Union business, provided such visitation does not

interrupt the employee's work, and the Sheriff or executive staff member has been notified and approves of such visits.

4718.5 Bulletin Boards. The Union will be allowed to use a designated bulletin board to post notices regarding Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards.

4718.6 Contract Negotiations. The negotiating team for the Union, to be comprised of no more than two (2) employees, 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 may be undertaken without loss of pay during work hours by two (2) bargaining unit member (FOPPO Chapter officer), subject to call and/or operational needs.

4718.7 Non-Discrimination.

A. The County and the Sheriff, and the Union 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.

B. The County, the Sheriff and the Union agree that each will not discriminate against any employee for either engaging in or refraining from engaging in lawful Union activity, and shall not interfere, restrain or coerce in or because of the exercise of rights guaranteed under ORS 243.662; and shall not dominate, interfere with or assist in the existence or administration of the Union or the County.

4718.8 Voluntary Drug and Alcohol Treatment.

A. The primary objectives of this drug and alcohol policy are to maintain employee performance and good health, and a safe work environment. If, prior to a requirement by County that the employee submit to any of the tests in this policy, the employee notifies a supervisor that the employee has a drug or alcohol problem that requires treatment, then in that event the employee shall immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by County. If recommended by the qualified drug and alcohol medical provider, the employee shall enroll in a rehabilitative treatment program. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for cost of the treatment program.

B. If an employee has previously enrolled in voluntary rehabilitative treatment described in this section and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in this policy, then the employee shall immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by County and shall successfully complete the treatment program recommended by the qualified

drug and alcohol medical provider. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for costs of the treatment program. If the employee fails to complete the treatment program successfully, the employee shall be terminated.

18.9 Existing Conditions. No reduction in existing working conditions or benefits which constitute mandatory subjects for bargaining not covered elsewhere in this Agreement shall be made. Any dispute as to whether a change in working conditions or benefits is justified may be taken up as a grievance. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by County. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of County to grant time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with County's prior practice or orders.

ARTICLE ~~18-19~~ - SAVINGS AND FUNDING CLAUSES

18.1 Savings Clause. 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.

18.2 Funding Clause. The parties recognize that funding of wages and benefits provided by this Agreement must be approved annually by established budget procedures. Wages, benefits and staffing are contingent upon sources of revenue and annual budget approval. In the event that the County determines that layoffs definitely will occur as a result of budget decisions, the County will notify the Union prior to issuing layoff notices, and the parties will explore cost saving alternatives in order to avert layoffs. This article is not a waiver of economic provision of this Agreement.

ARTICLE ~~19-20~~ – DURATION

19.1 Duration. Unless explicitly provided otherwise herein, this Agreement shall be effective upon execution and shall remain in effect through June 30, ~~2028~~2027. This Agreement shall be automatically renewed from year to year after, unless either party shall notify the other in writing 180 calendar days or more prior to June 30, ~~2028~~2027, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than March 1st of the year in which this Agreement term ends. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE ~~20-21~~ – SIGN-OFF

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 202~~42~~.

FEDERATION OF PAROLE AND
PROBATION OFFICERS

FOR CLATSOP COUNTY

Dan Smith
President

Matthew D. Phillips
Clatsop County Sheriff

Mark Kujala
Chair, Board of Commissioners

~~Heather Senquiz~~ Jasper Devereaux
Vice President

Don Bohn
Clatsop County Manager

~~Rebecca Cameron~~ Kelly Stiles
Human Resources Director

4855-9894-3019, v. 1

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Granting Solid Waste Franchise – Recology Western Oregon Inc.
Category: Public Hearing
Presented By: Anthony Pope – County Counsel

Issue Before the Commission: Shall Clatsop County grant a franchise to Recology Western Oregon Inc. for solid waste collection.

Informational Summary: On February 23rd 2024, Clatsop County adopted a Solid Waste Control Ordinance (Chapter 8.24) which requires any company who collects solid waste or recyclables or both, as described in ORS 459 and 459A in Unincorporated Clatsop County to have a Franchise.

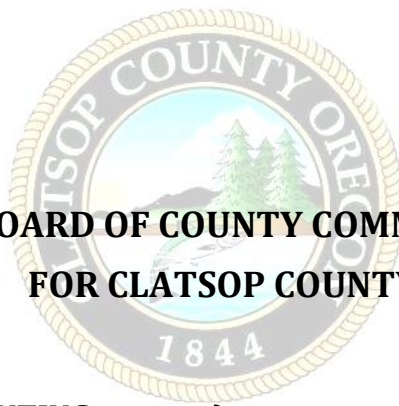
On February 15th, 2024 the County received an application for a Solid Waste franchise from Recology. This application has been reviewed by the County Managers Office who has determined that the application meets the requirements specified in Section 8.24.170. Based on this review, the County Manager is recommending Granting the application

If the Board votes to grant the franchise, County will enter into a Solid Waste Franchise agreement with Recology.

Requested Action: Grant Recology Western Oregon Inc.'s solid waste franchise application.

Attachment List

- A. Application – Recology Western Oregon Inc.
- B. Order granting application



**IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY**

**IN THE MATTER OF GRANTING)
SOLID WASTE COLLECTION) RESOLUTION AND ORDER
FRANCHISE TO RECOLOGY WESTERN)
OREGON INC.)**

WHEREAS, the Board of Commissioners adopted a Solid Waste Ordinance, codified as Chapter 8.24 of the Clatsop County Code, for the regulation and the control of solid waste in Clatsop Count; and

WHEREAS, pursuant to Section 8.24.120, a franchise issued by Clatsop Cunty is necessary for the collection of solid waste within unincorporated Clatsop County; and

WHEREAS, Recology Western Oregon Inc. submitted an application for a collection franchise for the area found in Exhibit A; and

WHEREAS, pursuant to 8.24.170 the County Managers office is recommending approving their application; and

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

- 1) The application for solid waste collection by Recology Western Oregon Inc. be approved.
- 2) An exclusive franchise for the area indicated in Exhibit A be granted for a period to expire June 30, 2029. This franchise term shall be automatically extended for one (1) additional year, unless either the County or the franchise holder provides written notice of its intent not to extend, at least thirty (30) days prior to such yearly anniversary.

Dated this _____ day of _____, 2024.

**BOARD OF COMMISSIONERS FOR
CLATSOP COUNTY, OREGON**

Mark Kujala, Chair

APPLICATION FOR SOLID WASTE
COLLECTION, TRANSFER OR TRANSPORT FRANCHISE

TO: BOARD OF COMMISSIONERS
800 EXCHANGE STREET SUITE 410
ASTORIA, OR 97103

FROM: NAME: Salvatore M. Coniglio TITLE: Chief Executive Officer

COMPANY NAME: Recology Western Oregon Inc.

ADDRESS: 2320 SE 12th Place, Warrenton OR 97146

TELEPHONE: 503-803-4984

BUSINESS FORM: CORPORATION
 PARTNERSHIP
 SOLE PROPRIETORSHIP
 OTHER (EXPLAIN) _____

TYPE OF OPERATION REQUESTED:

COLLECTION TRANSFER TRANSPORT
 OTHER (EXPLAIN) _____

1. Length of time applicant has been in business under present form and name: _____
Recology acquired Western Oregon Waste in 2010. The business is now called Recology
Western Oregon.

2. If other than sole proprietorship, indicate the person who will be responsible for
compliance with the Clatsop County Solid Waste Ordinance (Clatsop County Code Chapter
7.04).

Chris Carey, General Manager, Recology. Chris oversees all Recology operations in northern Oregon including Recology Western Oregon.

3. Name, address and telephone number of person that County can contact in case of emergencies of any type (If same as applicant, write S/A). Katie Hardesty, Operations Manager, Recology Western Oregon – Coast, 2320 SE 12th Place, Warrenton OR 97146, Cell: 503-883-1251, O: 503-472-3176. khardesty@recology.com

4. Name, address and telephone number of person responsible for handling complaints: (If same as applicant, write S/A). Katie Hardesty, Operations Manager Recology Western Oregon – Coast, 2320 SE 12th Place, Warrenton OR 97146, Cell: 503-883-1251, khardesty@recology.com; Dan Blue, Government & Community Relations Manager, 1850 NE Lafayette Ave, McMinnville OR 97128 C: 503-405-0261 dblue@recology.com

5. Name, address and telephone number of business location: (If same as applicant write S/A). S/A

6. Has applicant or any of its principal partners, owners, shareholders or officers ever declared bankruptcy or become insolvent? X No _____ Yes. (If yes, give details).

7. Has applicant, or any of its principal partners, owners, shareholders or officers been convicted of a crime involving injury to person or property or fraud or deception? No

Yes. (If yes, give details). _____

8. Franchise Area: Accurately list and describe the area of your proposed franchise (include a map showing the area). If this application is for a Collection Franchise, describe the area and the landfill or other solid waste disposal site you will use for collected. If this application is for a Transfer Franchise, list the location of the transfer the waste or solid waste boxes and what site or facility will be used to receive the contents of the boxes and where the site is located.

The franchise area includes all of unincorporated Clatsop County minus an area on the eastern portion of the County that is serviced by WM.Inc. Please see attached map for franchise area served by Recology. Note that the map includes all of the county including portions served by WM. The County will generate a draft franchise area map once Recology and WM submit their current service areas. Solid waste collected in Clatsop County is consolidated and reloaded at the Astoria Transfer Station (owned and operated by Recology) and currently taken to Headquarters Landfill in Cowlitz County Washington.

9. Is the area of the proposed franchise currently being serviced? No Yes. If Yes, give name and address of present service provider, describe in detail the service being provided and how the proposed service will differ, if at all. (Attach additional sheets if necessary.) Current services are provided by Recology Western Oregon – Coast, 2320 SE 12th Place, Warrenton OR 97146, Office: 503-472-3176. Current services include curbside residential and commercial garbage services as well as drop box services in both suburban and rural zones within Clatsop County. New services will be consistent with County Code and Administrative Rules governing garbage, recycling and yard debris services. New services may differ from current services through provision of additional curbside recycling services.

10. Give the approximate number of households in the proposed franchise area: There are 4346 residential customer accounts inclusive of suburban and rural customers.

11. If the area is presently being serviced, describe landfill or other solid waste disposal site(s) now being used for disposal of waste or solid waste collected: Garbage is consolidated and reloaded into transport trailers at the Astoria Transfer Station and trucked to Headquarters Landfill in Cowlitz County Washington. Recyclables are consolidated at the Astoria Transfer Station and transported either to end markets such a mills, or to material recovery facilities located in the Portland Metro region for additional processing. Glass is

shipped to Glass to Glass in NE Portland for additional processing. Yard debris is currently not collected in Clatsop County via curbside collection, though Clatsop residents may use the Astoria Transfer Station for yard debris drop off.

12. Discuss plans for receiving and/or storing source separated materials and providing for recycling in the franchise area: Recyclables currently are collected on route from some Clatsop customers, then consolidated at the Astoria Transfer Station and transported either to end markets such a mills, or to material recovery facilities located in the Portland Metro region for additional processing. Glass is shipped to Glass to Glass in NE Portland for additional processing. Recology recommends providing curbside recycling to all unincorporated Clatsop County residents. This will include acquiring new carts and adding one driver and one truck to our Recology Western Oregon – Coast operations. Rollout of the recycling carts to new customers will be done in phases. Our team estimates all Clatsop County residential customers will receive recycling roll carts and curbside recycling services within one year of establishing the franchise.

13. List any equipment you own or will use pursuant to any franchise that may be granted to you: Recology currently utilizes 4 trucks to service curbside carts, front load containers, and drop boxes in Clatsop County. These include an automated side loader (ASL) a roll off truck, a frontload truck and also a stub truck (a smaller retriever side loader truck). In

order to provide recycling services to all Clatsop customers we will need to acquire one additional automated side loader (ASL) truck.

14. Give the number of employees who will be used in the franchised operation. Also list their experience and length of employment with the applicant: (Attach additional sheets if necessary.) Usually 10-11 drivers to service all areas of county. Of those 10-11 the length of employment ranges from 2 –15 years. Some have 18+ years of experience in the industry. Additionally, Recology has mechanics, support staff, customer service representatives, and management supporting the Clatsop County service area. In all, approximately 18-20 employees will support operations under the terms of the franchise.

15. List, in detail, the anticipated method of operation, including projected times of collection within the franchise area: We provide collection services in Clatsop County on Monday and Fridays. Residential and roll off services are provided between the hours of 5:30AM to 4:00PM. Commercial frontload accounts are picked up from 10:00PM to 4:00AM. We will be using, roll off, frontload, automated side load and semi-automated trucks to provide service.

16. Give the date when the applicant could commence service under the requested franchise: Applicant is already providing services in the proposed franchise area. Additional recycling services for all Clatsop County residents would commence within 12 months of establishing the new franchise agreement. Currently only some Suburban area customers subscribe to recycling services.

17. List, or attach as a separate document, the rates that you propose to charge for your service. Explain the basis for these rates (i.e. how you arrived at the figure(s) given).

Please see proposed rate sheets attached. The Monthly Rates reflected on the proposed rate sheets are the current rates charged to customers in both Suburban and Rural areas of Clatsop County and customers will continue to pay this rate for garbage only service, until adjusted July 1, 2024 pursuant to the franchise rules rate adjustment methodology. Once recycling services are actually made available to customers, which would occur over 12 months following the new franchise taking effect, customers will be charged the amounts in the “proposed new rates” column for both garbage and every other week recycling service. Note that the proposed new rate for bundled garbage and recycling will also be adjusted July 1, 2024 in accordance with the administrative rules. Rates are reflective of the cost of services using allowable expenses plus a margin.

18. This application must be accompanied by a two hundred dollar (\$200) non-refundable application/investigation fee.

19. Once a franchise application is approved by the Board of Commissioners, the applicant must provide proof of the following:

- A. Commercial General Liability insurance covering bodily injury and property damage. Clatsop County shall be listed as an additional insured.
- B. Automobile Liability Insurance covering owned, hired, and non-owned vehicles.
- C. Workers’ compensation coverage for its employees, officers, agents or partners as required by applicable workers’ compensation laws, including employers’ liability.

All insurance coverage shall be for no less than that required in Clatsop County Solid Waste and Recycling Administrative Rules. Franchisee shall file Certificates of Insurance with County Counsel before commencing any work under this franchise. The Certificate shall provide for thirty (30) days prior written notice of cancellation or material change. All insurance is subject to the approval of the County.

D. Permits required by the Oregon Department of Environmental Quality, the Oregon Public Utilities Commission and any other permits necessary for the conduct of the business of the franchise.

20. Other remarks or information the applicant wishes to bring to the attention of the Board of Commissioners: _____

I hereby swear or affirm that the information supplied herein is true and accurate.

APPLICANT:

Signature

DocuSigned by:
Salvatore M. Coniglio

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Salvatore M. Coniglio,
Chief Executive Officer

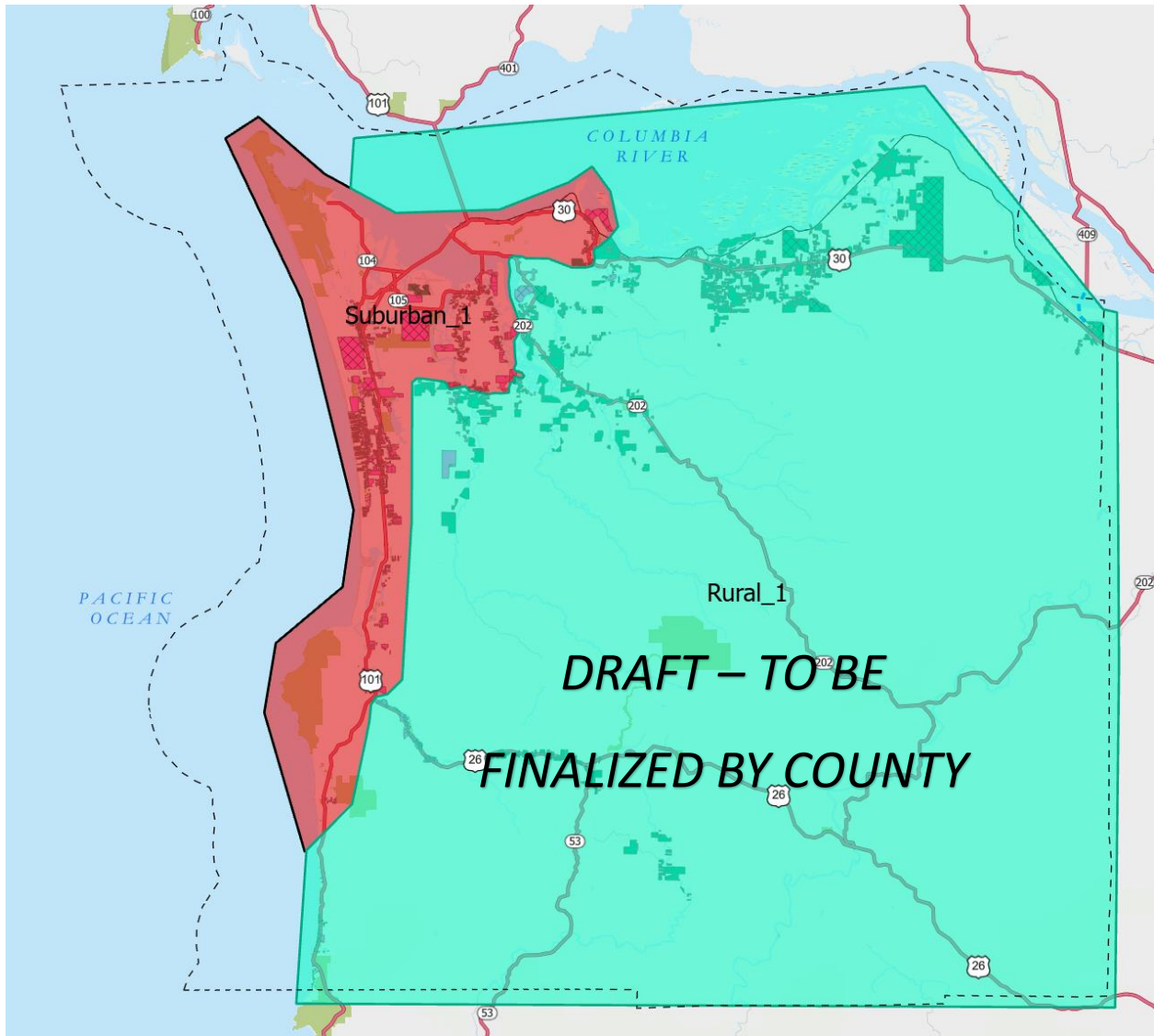
February 15, 2024

Date

Attachment A – Recology Clatsop County Franchise Application

DRAFT Recology Service Area Map, 2-12-2024

Note: Rural area shown includes portions of County that are served by WM. Once county has received franchise applications from both Recology and WM, the County will issue a draft franchise area map delineating Recology and WM areas to include current customers served by each. Also, Suburban areas include incorporated areas that are governed by separate franchise agreements with local municipalities.



CODE	DESCRIPTION	NEW RATE
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CAN & CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

		CURRENT MONTHLY RATES	Proposed New Rates- Bundled Solid Waste & Recycling
32 GALLON CART SERVICE			
32GWC	32G CART-CURB	\$ 29.03	\$ 38.90
32GEC	32G CART EOW-CURBSIDE	\$ 18.89	\$ 28.76
32GMC	32G CART MONTHLY-CURB	\$ 10.19	\$ 20.06
OC3C	32 GAL CART ON CALL CURB	\$ 10.19	

		MONTHLY RATES	New Proposed Rates
90 GALLON CART SERVICE			
90GWC	90G CART-CURB	\$ 48.42	\$ 58.29
90GEC	90G CART EOW-CURB	\$ 31.47	\$ 41.34
90GMC	90G CART OAM-CURB	\$ 16.96	\$ 26.86
OC9C	90 GAL CART ON CALL CURB	\$ 16.96	

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.84	N/C
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

		RATE PER EACH
SP32C	SPEC P/U 32G CART CURBSIDE	\$ 10.19
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 16.96

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CAN & CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

		CURRENT MONTHLY RATES	Proposed New Rates- Bundled Solid Waste & Recycling
32 GALLON CART SERVICE			
32GWS	32G CART-SIDE	\$ 29.61	\$ 39.48
32GES	32G CART EOW-SIDEYARD	\$ 19.25	\$ 29.12
32GMS	32G CART MONTHLY-SIDE	\$ 10.36	\$ 20.23
OC3S	32 GAL CART ON CALL SIDE	\$ 10.36	

		CURRENT MONTHLY RATES	Proposed New Rates- Bundled Solid Waste & Recycling
90 GALLON CART SERVICE			
90GWS	90G CART-SIDE	\$ 74.17	\$ 84.04
90GES	90G CART EOW-SIDE	\$ 48.23	\$ 58.10
90GMS	90G CART OAM-SIDE	\$ 25.98	\$ 35.85
OC9S	90 GAL CART ON CALL SIDE	\$ 25.98	

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.84
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

		RATE PER EACH
SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 10.36
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 25.98

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CODE	DESCRIPTION	NEW RATE
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OTHER SERVICES & FEES

EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT) RATE PER EACH

XBAG	EXTRA BAG(S)	\$ 7.65
XBOX	EXTRA BOX	\$ 7.65
XCAN	EXTRA CAN(S)	\$ 7.65
XMISC	EXTRA MISC	\$ 7.65
X32	EXTRA 32G CART(S)	\$ 7.65
X90	EXTRA 90G CART(S)	\$ 12.10

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL. **RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 54.24
APL	APPLIANCE	\$ 12.05
FURN	FURNITURE CHARGE	\$ 18.08
TREE	EXTRA CHRISTMAS TREE	\$ 15.31
IRSC	IN ROUTE SERVICE CHARGE	\$ 36.07
SC	SERVICE CHARGE	\$ 216.34

RELATED FEES

RATE PER EACH

CRIR	CART REDELIVERY IN ROUTE	\$ 10.50
CROR	CART REDELIVER OUT OF ROUTE	\$ 21.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 216.34

Note: Re-Delivery fees apply for resume service after suspend.

RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.50
CRF	CART REPLACEMENT FEE	\$ 68.25

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

RATE PER EACH

WLI	WIND LATCH INSTALLATION	\$ 15.75
RF	REINSTATEMENT FEE	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00

FRONT-LOAD CONTAINER SERVICE

CURRENT MONTHLY RATES

1 YARD CONTAINERS

1GW	1YD TRASH	\$ 227.72
1GE	1YD TRASH EOW	\$ 129.03
1GM	1YD TRASH MONTHLY	\$ 75.94
1OC	ON CALL-1YD TRASH	\$ 50.16
1XP	EXTRA PICK UP-1YD TRASH	\$ 50.16

CURRENT MONTHLY RATES

1.5 YARD CONTAINERS

1HGW	1.5YD TRASH	\$ 288.42
1HGE	1.5YD TRASH EOW	\$ 159.41
1HGM	1.5YD TRASH MONTHLY	\$ 89.95
1HOC	ON CALL-1.5YD TRASH	\$ 65.57
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 65.57

CODE	DESCRIPTION	NEW RATE
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CURRENT MONTHLY RATES

2 YARD CONTAINERS

2GW	2YD TRASH	\$ 349.17
2GE	2YD TRASH EOW	\$ 189.75
2GM	2YD TRASH MONTHLY	\$ 104.00
2OC	ON CALL-2YD TRASH	\$ 81.00
2XP	EXTRA PICK UP-2YD TRASH	\$ 81.00

CURRENT MONTHLY RATES

3 YARD CONTAINERS

3GW	3YD TRASH	\$ 470.58
3GE	3YD TRASH EOW	\$ 250.47
3GM	3YD TRASH MONTHLY	\$ 132.01
3OC	ON CALL-3YD TRASH	\$ 111.84
3XP	EXTRA PICK UP-3YD TRASH	\$ 165.28

CURRENT MONTHLY RATES

4 YARD CONTAINERS

4GW	4YD TRASH	\$ 592.04
4GE	4YD TRASH EOW	\$ 311.18
4GM	4YD TRASH MONTHLY	\$ 160.06
4OC	ON CALL-4YD TRASH	\$ 142.68
4XP	EXTRA PICK UP-4YD TRASH	\$ 142.68

CURRENT MONTHLY RATES

5 YARD CONTAINERS

5GW	5YD TRASH	\$ 721.08
5GE	5YD TRASH EOW	\$ 375.74
5GM	5YD TRASH MONTHLY	\$ 189.89
5OC	ON CALL-5YD TRASH	\$ 175.46
5XP	EXTRA PICK UP-5YD TRASH	\$ 175.46

CURRENT MONTHLY RATES

6 YARD CONTAINERS

6GW	6YD TRASH	\$ 842.52
6GE	6YD TRASH EOW	\$ 436.43
6GM	6YD TRASH MONTHLY	\$ 217.94
6OC	ON CALL-6YD TRASH	\$ 206.34
6XP	EXTRA PICK UP-6YD TRASH	\$ 206.34

8 YARD CONTAINERS

No new customers at this size - safety issues

8GW	8YD TRASH	\$ 1,009.51
8GE	8YD TRASH EOW	\$ 519.96
8GM	8YD TRASH MONTHLY	\$ 256.49
8OC	ON CALL-8YD TRASH	\$ 248.75
8XP	EXTRA PICK UP-8YD TRASH	\$ 248.75

CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)

RNT1	1YD RENT - TRASH	\$ 21.00
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FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

Compactor Rating	4 : 1	3 : 1	2 : 1
Factor applied to container rate of same size	1.5	1.3	1.12

CODE	DESCRIPTION	NEW RATE
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DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 216.33
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 288.41
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 339.33

DEBRIS BOX DISPOSAL FEES

RATE PER UNIT

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 124.91
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 123.54
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³)	\$ 21.00

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 14.42
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 143.67
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Note: Monthly rent applies for customers who keep a box for a year or longer. **RATE PER HOUR**

TIME	TRUCK TIME FEE	\$ 144.21
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Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

TEMPORARY RENTAL CONTAINERS

RATE PER EACH

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 31.87
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 156.57
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.10

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.82
TONR	TIRE CHARGE ON RIM	\$ 9.64
APPL	APPLIANCE	\$ 12.05
APF	REFRIGERATOR/FREEZER	\$ 54.24

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 20.95
M10SC	10 QT SHARPS CONTAINER	\$ 24.24
M23SC	23 QT SHARPS CONTAINER	\$ 46.89
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 35.06
MLGPB	PATHOLOGY BOX	\$ 53.55
MW17G	MEDICAL WASTE 17 GAL	\$ 23.63
MW31G	MEDICAL WASTE 31 GAL	\$ 30.45
MW43G	MEDICAL WASTE 43 GAL	\$ 36.75
MWTCB	MEDICAL WASTE TRACE CHEMO BOX	\$ 53.55

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

**Both the current monthly rates and new proposed rates reflect pricing as of 7/1/2023 and shall be adjusted effective 7/1/2024 in accordance with Section VIII of the Solid Waste and Recycling Administrative Rules.*

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).
 Billing Terms: Commercial Accounts are billed on a monthly basis.
 Residential accounts are billed once every three months, in advance.

CODE	DESCRIPTION	NEW RATE
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CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

		CURRENT MONTHLY RATES	Proposed New Rates- Bundled Solid Waste & Recycling
32 GALLON CART SERVICE			
32GWC	32G CART-CURB	\$ 25.26	\$ 33.71
32GEC	32G CART EOW-CURBSIDE	\$ 16.41	\$ 24.86
32GMC	32G CART MONTHLY-CURB	\$ 8.85	\$ 17.30
OC3C	32 GAL CART ON CALL CURB	\$ 8.85	

		CURRENT MONTHLY RATES	Proposed New Rates
90 GALLON CART SERVICE			
90GWC	90G CART-CURB	\$ 42.12	\$ 50.57
90GEC	90G CART EOW-CURB	\$ 27.42	\$ 35.87
90GMC	90G CART OAM-CURB	\$ 14.75	\$ 23.20
OC9C	90 GAL CART ON CALL CURB	\$ 14.75	

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.84
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 8.85
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 14.75
90SEC	SUBSCRIPTION 90G CART CURBSIDE	\$ 8.42

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

		CURRENT MONTHLY RATES	Proposed New Rates- Bundled Solid Waste & Recycling
32 GALLON CART SERVICE			
32GWS	32G CART-SIDE	\$ 25.83	\$ 34.28
32GES	32G CART EOW-SIDEYARD	\$ 16.80	\$ 25.25
32GMS	32G CART MONTHLY-SIDE	\$ 9.04	\$ 17.49
OC3S	32 GAL CART ON CALL SIDE	\$ 9.04	

		CURRENT MONTHLY RATES	Proposed New Rates- Bundled Solid Waste & Recycling
90 GALLON CART SERVICE			
90GWS	90G CART-SIDE	\$ 64.60	\$ 73.05
90GES	90G CART EOW-SIDE	\$ 42.00	\$ 50.45
90GMS	90G CART OAM-SIDE	\$ 22.61	\$ 31.06
OC9S	90 GAL CART ON CALL SIDE	\$ 22.61	

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.84
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 9.04
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 22.61
90SES	SUBSCRIPTION 90G CART NON CURBSIDE	\$ 8.42

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CODE	DESCRIPTION	NEW RATE
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OTHER SERVICES & FEES

EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT) RATE PER EACH

XBAG	EXTRA BAG(S)	\$ 6.68
XBOX	EXTRA BOX	\$ 6.68
XCAN	EXTRA CAN(S)	\$ 6.68
XMISC	EXTRA MISC	\$ 6.68
X32	EXTRA 32G CART(S)	\$ 6.68
X90	EXTRA 90G CART(S)	\$ 10.55

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL. **RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 54.24
APL	APPLIANCE	\$ 12.05
FURN	FURNITURE CHARGE	\$ 18.08
TREE	EXTRA CHRISTMAS TREE	\$ 13.39
IRSC	IN ROUTE SERVICE CHARGE	\$ 36.07
SC	SERVICE CHARGE	\$ 144.21

RELATED FEES

RATE PER EACH

CRIR	CART REDELIVERY IN ROUTE	\$ 10.50
CROR	CART REDELIVER OUT OF ROUTE	\$ 21.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 144.21

Note: Re-Delivery fees apply for resume service after suspend.

RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.50
CRF	CART REPLACEMENT FEE	\$ 68.25

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

RATE PER EACH

WLI	WIND LATCH INSTALLATION	\$ 15.75
RF	REINSTATEMENT FEE	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00

FRONT-LOAD CONTAINER SERVICE

CURRENT MONTHLY RATES

1 YARD CONTAINERS

1GW	1YD TRASH	\$ 189.75
1GE	1YD TRASH EOW	\$ 110.06
1GM	1YD TRASH MONTHLY	\$ 67.18
1OC	ON CALL-1YD TRASH	\$ 40.48
1XP	EXTRA PICK UP-1YD TRASH	\$ 40.48

CURRENT MONTHLY RATES

1.5 YARD CONTAINERS

1HGW	1.5YD TRASH	\$ 235.33
1HGE	1.5YD TRASH EOW	\$ 132.84
1HGM	1.5YD TRASH MONTHLY	\$ 77.70
1HOC	ON CALL-1.5YD TRASH	\$ 52.09
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 52.09

CODE	DESCRIPTION	NEW RATE
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CURRENT MONTHLY RATES

2 YARD CONTAINERS

2GW	2YD TRASH	\$ 280.84
2GE	2YD TRASH EOW	\$ 155.62
2GM	2YD TRASH MONTHLY	\$ 88.23
2OC	ON CALL-2YD TRASH	\$ 63.64
2XP	EXTRA PICK UP-2YD TRASH	\$ 63.64

CURRENT MONTHLY RATES

3 YARD CONTAINERS

3GW	3YD TRASH	\$ 371.94
3GE	3YD TRASH EOW	\$ 201.14
3GM	3YD TRASH MONTHLY	\$ 109.25
3OC	ON CALL-3YD TRASH	\$ 86.77
3XP	EXTRA PICK UP-3YD TRASH	\$ 86.77

CURRENT MONTHLY RATES

4 YARD CONTAINERS

4GW	4YD TRASH	\$ 455.43
4GE	4YD TRASH EOW	\$ 242.90
4GM	4YD TRASH MONTHLY	\$ 128.55
4OC	ON CALL-4YD TRASH	\$ 107.99
4XP	EXTRA PICK UP-4YD TRASH	\$ 107.99

CURRENT MONTHLY RATES

5 YARD CONTAINERS

5GW	5YD TRASH	\$ 546.51
5GE	5YD TRASH EOW	\$ 288.42
5GM	5YD TRASH MONTHLY	\$ 149.57
5OC	ON CALL-5YD TRASH	\$ 131.12
5XP	EXTRA PICK UP-5YD TRASH	\$ 131.12

CURRENT MONTHLY RATES

6 YARD CONTAINERS

6GW	6YD TRASH	\$ 637.57
6GE	6YD TRASH EOW	\$ 333.97
6GM	6YD TRASH MONTHLY	\$ 170.59
6OC	ON CALL-6YD TRASH	\$ 154.25
6XP	EXTRA PICK UP-6YD TRASH	\$ 154.25

8 YARD CONTAINERS

No new customers at this size - safety issues

8GW	8YD TRASH	\$ 743.84
8GE	8YD TRASH EOW	\$ 387.10
8GM	8YD TRASH MONTHLY	\$ 195.15
8OC	ON CALL-8YD TRASH	\$ 181.26
8XP	EXTRA PICK UP-8YD TRASH	\$ 181.26

CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)

RNT1	1YD RENT - TRASH	\$ 21.00
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FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

Compactor Rating	4 : 1	3 : 1	2 : 1
Factor applied to container rate of same size	1.5	1.3	1.12

CODE	DESCRIPTION	NEW RATE
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DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 144.21
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 216.33
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 254.52

DEBRIS BOX DISPOSAL FEES

RATE PER UNIT

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 124.91
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 123.54
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³)	\$ 21.00

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 14.42
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 143.67
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 144.21
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Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

TEMPORARY RENTAL CONTAINERS

RATE PER EACH

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 31.89
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 121.47
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.10

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.82
TONR	TIRE CHARGE ON RIM	\$ 9.64
APPL	APPLIANCE	\$ 12.05
APF	REFRIGERATOR/FREEZER	\$ 54.24

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 20.95
M10SC	10 QT SHARPS CONTAINER	\$ 24.24
M23SC	23 QT SHARPS CONTAINER	\$ 46.89
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 35.06
MLGPB	PATHOLOGY BOX	\$ 53.55
MW17G	MEDICAL WASTE 17 GAL	\$ 23.63
MW31G	MEDICAL WASTE 31 GAL	\$ 30.45
MW43G	MEDICAL WASTE 43 GAL	\$ 36.75
MWTCB	MEDICAL WASTE TRACE CHEMO BOX	\$ 53.55

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

**Both the current monthly rates and new proposed rates reflect pricing as of 7/1/2023 and shall be adjusted effective 7/1/2024 in accordance with Section VIII of the Solid Waste and Recycling Administrative Rules.*

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).
 Billing Terms: Commercial Accounts are billed on a monthly basis.
 Residential accounts are billed once every three months, in advance.

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Granting Solid Waste Franchise – Waste Management of Oregon Inc.
Category: Public Hearing
Presented By: Anthony Pope – County Counsel

Issue Before the Commission: Shall Clatsop County grant a franchise to Waste Management of Oregon Inc. for solid waste collection.

Informational Summary: On February 23rd 2024, Clatsop County adopted a Solid Waste Control Ordinance (Chapter 8.24) which requires any company who collects solid waste or recyclables or both, as described in ORS 459 and 459A in Unincorporated Clatsop County to have a Franchise.

On February 26th, 2024 the County received an application for a Solid Waste franchise from Waste Management of Oregon Inc.. This application has been reviewed by the County Managers Office who has determined that the application meets the requirements specified in Section 8.24.170. Based on this review, the County Manager is recommending Granting the application

If the Board votes to grant the franchise, County will enter into a Solid Waste Franchise agreement with Waste Management of Oregon Inc.

Requested Action: Grant Waste Management of Oregon Inc's. application for a Solid Waste Franchise.

Attachment List

- A. Application – Waste Management of Oregon Inc.
- B. Order granting application

APPLICATION FOR SOLID WASTE
COLLECTION, TRANSFER OR TRANSPORT FRANCHISE

TO: BOARD OF COMMISSIONERS
800 EXCHANGE STREET SUITE 410
ASTORIA, OR 97103

FROM: NAME: Dave Huber TITLE: Public Sector Manager

COMPANY NAME: Waste Management of Oregon, Inc.

ADDRESS: 20525 SW Blanton Street

TELEPHONE: 503-462-0507

BUSINESS FORM: CORPORATION

PARTNERSHIP

SOLE PROPRIETORSHIP

OTHER (EXPLAIN) _____

TYPE OF OPERATION REQUESTED:

COLLECTION TRANSFER TRANSPORT

OTHER (EXPLAIN) _____

1. Length of time applicant has been in business under present form and name: _____

Waste Management of Oregon, Inc. (WM) has been in the business since 1971. WM has been servicing a small portion of Clatsop County since 2000.

2. If other than sole proprietorship, indicate the person who will be responsible for compliance with the Clatsop County Solid Waste Ordinance (Clatsop County Code Chapter 7.04).

Public Sector Manager, Dave Huber. dhuber@wm.com. 503-462-0507.

3. Name, address, and telephone number of person that County can contact in case of emergencies of any type (If same as applicant, write S/A). For emergencies, contact either of the following Route Managers. Josh Peters, jpeter22@wm.com. 503-686-8861. Nick Ries, nries@wm.com. 503-680-4239. You can also contact Dave Huber, Public Sector Manager-S/A.

4. Name, address and telephone number of person responsible for handling complaints: (If same as applicant, write S/A). All complaints should be directed to the two route managers above in #3.

5. Name, address and telephone number of business location: (If same as applicant write S/A). Same as above

6. Has applicant or any of its principal partners, owners, shareholders or officers ever declared bankruptcy or become insolvent? X No _____ Yes. (If yes, give details).

7. Has applicant, or any of its principal partners, owners, shareholders or officers been convicted of a crime involving injury to person or property or fraud or deception? X No

Yes. (If yes, give details). Not to my knowledge.

8. Franchise Area: Accurately list and describe the area of your proposed franchise (include a map showing the area). If this application is for a Collection Franchise, describe the area and the landfill or other solid waste disposal site you will use for the waste or solid waste collected. If this application is for a Transfer Franchise, list the location of the transfer boxes and what site or facility will be used to receive the contents of the boxes and where the site is located.

The proposed franchise area is located in the Southeast corner of Clatsop County. The main thoroughfares include Hwy 202 from the Eastern side of the County line to Fishhawk Lake and as far West as Fishhawk Falls. The area also includes Hwy 103 from Jewell on the North end to Hwy 26 from the South. On the South end of Clatsop County, we service Hwy 26 to mile marker 18 from the West to the far East of Hwy 26 to the County line. We service all roads off of these main arterials for residential and commercial customers.

9. Is the area of the proposed franchise currently being serviced? No Yes. If Yes, give name and address of present service provider, describe in detail the service being provided and how the proposed service will differ, if at all. (Attach additional sheets if necessary.) **WM is currently providing waste collection services in this proposed franchise area.**

10. Give the approximate number of households in the proposed franchise area: 280
residential customers. 5 commercial customers.

11. If the area is presently being serviced, describe landfill or other solid waste disposal site(s) now being used for disposal of waste or solid waste collected: _____

This service area's MSW is currently being sent to the Columbia County Transfer Station in St. Helens, Oregon. From there, the waste is sent to the Wasco County Landfill. At times, this waste could go to the Forest Grove Transfer Station and then to the Coffin Butte Landfill in Monmouth, Oregon.

12. Discuss plans for receiving and/or storing source separated materials and providing for recycling in the franchise area: WM plans to submit proposed rates for every other week recycling service for our residential customers in Clatsop County. The services would include a 64-gallon recycling cart serviced every other week with a separate WM recycle truck. After picking up the recycling materials, WM would deliver the material to a recycling materials facility which is currently the Far West Recycling facility in Hillsboro, Oregon.

13. List any equipment you own or will use pursuant to any franchise that may be granted to you: **The primary trucks/assets that are currently being used and will continue to use in**

Clatsop County include the following. Residential truck #'s 108031, 105841 and 108030.

Commercial truck # 213402. Please see attached asset list.

14. Give the number of employees who will be used in the franchised operation. Also list their experience and length of employment with the applicant: (Attach additional sheets if necessary.) We currently utilize two residential employees and one commercial

employee. We will also use one industrial employee for any drop box needs in the county.

Please see attached list of WM employees with their years of experience. Please note, if every-other week recycling is approved, we will need an additional driver.

15. List, in detail, the anticipated method of operation, including projected times of collection within the franchise area: The method of operation includes utilizing an automated truck for residential routes. Garbage is serviced weekly, and recycling would be serviced every-other week if approved. Timelines for collection would be on Tuesday and Friday each week.

16. Give the date when the applicant could commence service under the requested franchise:

We are currently servicing these customers and could continue to service them up until the franchise agreement is approved.

17. List, or attach as a separate document, the rates that you propose to charge for your service. Explain the basis for these rates (i.e. how you arrived at the figure(s) given).

Please see attached.

18. This application must be accompanied by a two hundred dollar (\$200) non-refundable application/investigation fee.

19. Once a franchise application is approved by the Board of Commissioners, the applicant must provide proof of the following:

A. Commercial General Liability insurance covering bodily injury and property damage. Clatsop County shall be listed as an additional insured.

B. Automobile Liability Insurance covering owned, hired, and non-owned vehicles.

C. Workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws, including employers' liability.

All insurance coverage shall be for no less than that required in Clatsop County Solid Waste and Recycling Administrative Rules. Franchisee shall file Certificates of Insurance with County Counsel before commencing any work under this franchise. The Certificate shall provide for thirty (30) days prior written notice of cancellation or material change. All insurance is subject to the approval of the County.

D. Permits required by the Oregon Department of Environmental Quality, the Oregon Public Utilities Commission and any other permits necessary for the conduct of the business of the franchise.

20. Other remarks or information the applicant wishes to bring to the attention of the Board of Commissioners: WM has provided service in this portion of Clatsop County for over 20-years.

I hereby swear or affirm that the information supplied herein is true and accurate.

APPLICANT:


Signature

David M Huber

Printed Name

2/26/2024

Date

WM - Clatsop County Operations Rate Schedule For the Year January 1 - December 31, 2024

(please note all rates include 5% franchise fee)

Clatsop County Residential Service

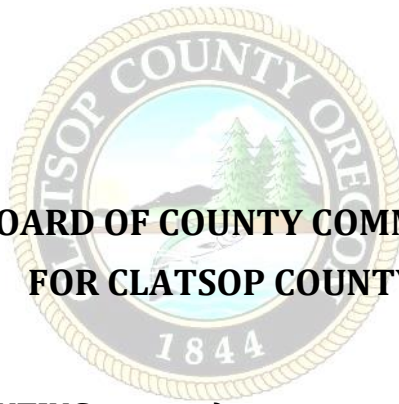
	Current Rate	New Rate
	Monthly	Monthly
Rollcart Garbage Service		
One - 35 gallon, 1 pickup per week	\$29.78	\$41.30
One - 35 gallon, every other week	\$22.70	\$31.50
One - 35 gallon, once per month	\$16.71	\$23.15
One - 35 gallon, on-call *	\$18.87	\$26.15
One - 64 gallon, 1 pickup per week	\$49.00	\$55.70
One - 96 gallon, 1 pickup per week	\$64.00	\$72.75
Rollcart Recycling Service		
One - 64 gallon, every other week	-	\$20.06
* billed per occurrence instead of monthly		

Clatsop County Commercial Service

	Current Rate	New Rate
	Monthly	Monthly
Rollcart Garbage Service		
One - 35 gallon, 1 pickup per week	\$29.78	\$33.86
One - 35 gallon, on-call *	\$18.87	\$21.45
Container Garbage Service		
One - 1-yard, 1 pickup per week	\$118.50	\$134.72
One - 2-yard, 1 pickup per week	\$224.70	\$255.45
One - 4-yard, 1 pickup per week	-	\$510.90
One - 6-yard, 1 pickup per week	\$668.75	\$760.26
Rollcart Recycling Service		
One - 64 gallon, every other week	-	\$20.06
* billed per occurrence instead of monthly		

Clatsop County Rolloff Service

	Current Rate	New Rate
Pre-Pay	\$550.00	\$625.26
Delivery	\$95.00	\$108.00
Rent/Day	\$11.25	\$12.79
Rent/Month	\$222.60	\$253.06
Mileage **	\$1.69	\$1.92
Haul - 10 yard box	\$220.35	\$250.50
Haul - 20 yard box	\$220.35	\$250.50
Haul - 30 yard box (MSW)	\$256.05	\$291.09
Haul - 30 yard box (RCY)	\$220.35	\$250.50
Trash Disposal	\$106.12	\$120.64
RCY Disposal	\$65.00	\$73.89
Clean Cardboard Disposal	\$0.00	\$0.00
Yard Waste Disposal	\$65.00	\$73.89
**Mileage charge after 12 miles round trip to disposal site		



**IN THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY**

**IN THE MATTER OF GRANTING)
SOLID WASTE COLLECTION) RESOLUTION AND ORDER
FRANCHISE TO WASTE MANAGEMENT)
OF OREGON INC.)**

WHEREAS, the Board of Commissioners adopted a Solid Waste Ordinance, codified as Chapter 8.24 of the Clatsop County Code, for the regulation and the control of solid waste in Clatsop Count; and

WHEREAS, pursuant to Section 8.24.120, a franchise issued by Clatsop Cunty is necessary for the collection of solid waste within unincorporated Clatsop County; and

WHEREAS, Waste Management of Oregon Inc. submitted an application for a collection franchise for the area found in Exhibit A; and

WHEREAS, pursuant to 8.24.170 the County Managers office is recommending approving their application; and

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED:

- 1) The application for solid waste collection by Waste Management of Oregon Inc.be approved.
- 2) An exclusive franchise for the area indicated in Exhibit A be granted for a period to expire June 30, 2029. This franchise term shall be automatically extended for one (1) additional year, unless either the County or the franchise holder provides written notice of its intent not to extend, at least thirty (30) days prior to such yearly anniversary.

Dated this _____ day of _____, 2024.

**BOARD OF COMMISSIONERS FOR
CLATSOP COUNTY, OREGON**

Mark Kujala, Chair

Type of Driver	Years of Experience
Residential Driver #1	7 years
Residential Driver #2	4.5 years
Residential Driver #3	6 months
Commercial Driver #1	3.75 years
Fill in Driver/Floater	3 years
Container Delivery Driver	7 years

Board of Commissioners Clatsop County

AGENDA ITEM SUMMARY

May 8, 2024

Agenda Title: Ordinance 24-12 Land and Water Development and Use Code (LAWDUC) Amendment Section 5.3000

Category: Public Hearing

Presented By: Jay Blake, Planning Manager

Issue Before the Commission: Approval of LAWDUC Amendments to Expand List of Professionals Qualified to Prepare Geologic Hazard Reports

Informational Summary: Section 5.3025, LAWDUC, provides specifications for geotechnical report requirements. Currently, this section of code requires geotechnical reports to be prepared by either a certified engineering geologist or a registered professional geologist. Finding local qualified professionals meeting this narrow definition was becoming more difficult. The Planning Commission requested staff prepare an amendment that broadened the category of qualified professionals who are authorized to prepare the reports and standardized the report format.

Revising the list of qualified professionals would expand the list of options available to property owners and possibly reduce the time and cost associated with obtaining these reports.

The attached draft ordinance broadens the list of professionals to include geotechnical engineers and professional engineers, while still focusing on preventing loss of life and property, as required by Statewide Goal 7: Natural Hazards. At this time, no revisions to the DOGAMI Bulletins 74/79 maps are being considered as part of this project.

The Planning Commission conducted a public hearing in accordance with LAWDUC Section 2.1050 on April 9, 2024 where they unanimously recommended approval of the attached draft Ordinance 24-12.

Your Board conducted the first public hearing of Ordinance 24-12 on April 24. No members of the public spoke for or against the proposed amendments.

Fiscal Impact:

No Fiscal Impacts are expected

Requested Action:

Approve Ordinance 24-12

Attachment List

A. Ordinance 24-12

**BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP**

In the Matter of:

An Ordinance amending the Clatsop County *Land and Water Development and Use Code* clarifying requirements for a geologic hazard report and expanding the list of professionals qualified to prepare the reports

ORDINANCE NO. 24-12

Doc # _____

Recording Date: _____

RECITALS

WHEREAS, Statewide Planning Goal 7 requires that Clatsop County regulate development in identified geologic hazard areas; and

WHEREAS, the Clatsop County Land and Water Development and Use Code (LAWDUC) regulates such development through Section 5.3000 Geologic Hazards Overlay District; and

WHEREAS, Land Use Planning staff has reviewed statewide requirements for qualifications to prepare Geologic Hazard Reports as outlined in LAWDUC Section 5.3025; and

WHEREAS, the Oregon State Board of Geologist Examiners publication “Guidelines for Preparing Engineering Geologic Reports” creating best practices for the preparation of geologic hazard reports; and

WHEREAS, the proposed LAWDUC amendments would amend Section 5.3000 to clarify the individuals who may prepare a Geologic Hazards Report and provide consistent formats for said reports; and

WHEREAS, the Planning Commission conducted a public hearing and provided a recommendation for approval to the Board of Commissioners on April 9, 2024; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission’s recommendations on these proposed amendments.

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts amendments to the Clatsop County *Land and Water Development and Use Code* as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

Ordinance 24-12

1st Public Hearing: April 24, 2024

2nd Public Hearing: May 8, 2024

Agenda Item #13.

Page 262

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CONFORMANCE OF STATE LAW

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(2) of the Home Rule Chapter for the Government of Clatsop County.

Approved this _____ day of _____, 2024

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: April 24, 2024
Second Reading: May 8, 2024
Effective Date: June 7, 2024

EXHIBIT 1

- A. *** Indicates that non-revised language was not included. Used for document brevity.
- B. Underlined text indicates new language proposed to be added
- C. ~~Strikethrough~~ text indicates text that is proposed for deletion

Section 5.3015. Geologic Hazard Permit Requirements

All persons proposing any activity requiring a development permit on property located in potentially hazardous areas identified in Section 5.3010 shall obtain a geologic hazard permit.

- 1) Application for a geologic hazard permit shall be on forms provided by the County and shall include a geotechnical report prepared in conformance with the requirements of Section ~~5.3020~~ 5.3025.
- 2) Before a development permit can be issued, the geotechnical report must be approved as part of the development permit approval process.
 - a. Where a geotechnical report recommends that additional site investigations, such as borings or test pits, are undertaken, application for geologic hazard permit will be deemed incomplete until the results of those investigations have been provided to the County.
 - b. Where an application is made for a conditional use permit, a variance, a subdivision, a partition, or a planned development located in an area identified in Section 5.3010, a geotechnical report in conformance with Section ~~5.3020~~ 5.3025 shall be prepared. The Director may also require a geotechnical report in conjunction with a proposed zone change.
- 3) Application for a geologic hazard permit may be made concurrently with an application for a development permit. 4) The approved site investigation report shall be referred to in deed and other documents of sale and shall be recorded with the record of deeds.

Section 5.3025 Geotechnical Report Requirements [ORD. 23-12]

~~For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall be prepared by a certified engineering geologist or a registered professional geologist. If a geotechnical report is prepared by a geologist and structural recommendations are incorporated into that report, those recommendations, must be made in consultation with an engineering geologist, structural engineer, or civil engineer.~~

- ~~1. For areas identified in Section 5.3010(1), the geotechnical report shall:
 - a. Identify the hazards to life, public and private property which may be caused by mass movement (landsliding and sloughing), soil erosion or deposition, and earthquakes;
 - b. Identify the hazards to life, public and private property, and the natural environment which may be caused by the proposed use and other human activities;
 - c. Describe how the proposed development or use will be adequately protected from geologic hazards, including landsliding and sloughing, soil erosion or deposition, and earthquakes; and
 - d. Describe how the proposed development is designed to minimize the adverse effects it might have on the site and adjacent areas.~~
- ~~2. For areas identified in Section 5.3010(2), and in addition to the standards identified in Section 5.3020(2), the geotechnical report shall identify the hazards to life, public and private property which may be caused by wind erosion or~~

- accretion, wave undercutting (erosion), and ocean overtopping (flooding, including tsunami)
- ~~3. For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall describe how the proposed development provides for temporary and permanent stabilization and the planned maintenance of new and existing vegetation. Existing stabilizing vegetation, particularly trees, shall not be removed on slopes of 20% or greater.~~
 - ~~4. For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall be prepared in conformance with the document "Clatsop County — Geotechnical Report Content Standards".~~
 - ~~5. For areas identified in Section 5.3010(3), the geotechnical report shall be prepared by a certified engineering geologist, soils engineer, or civil engineer. Geotechnical reports prepared for areas identified in Section 5.3010(3) shall incorporate specific construction and structural recommendations to address the soil characteristics of the site. Where pertinent, the discussion of specific construction and structural recommendations shall include: site preparation such as compaction or replacement of existing soils, bearing loads and the corresponding amount of settlement, steps to be taken with respect to ground and surface water, special foundation requirements, and foundation recommendations based on bearing capacity, design criteria, and the effect of adjacent loads.~~
 - ~~6. For all areas identified in Section 5.3010, the geotechnical report shall be prepared in conformance with the document "Clatsop County — Geotechnical Report Content Standards".~~

For the purposes of Section 5.3000, Geologic Hazard Report refers to engineering geologic reports, geotechnical reports, and geotechnical engineering reports.

1. Geologic Hazard Reports required pursuant to this section shall be prepared consistent with standard geologic practices employing generally accepted scientific and engineering principles, and shall at a minimum contain the applicable provisions outlined in the Oregon State Board of Geologist Examiners publication "Guidelines for Preparing Engineering Geologic Reports," 2nd Edition, 5/30/2014 or other published best practice guidelines for engineering geologic or geotechnical engineering reports, consistent with current scientific and engineering principles. Reports shall reference the published guidelines upon which they are based.
2. For Ocean Front Lots, Geologic Hazard Reports shall address the criteria and development standards of the Beach and Dune Overlay District (BDO) listed in Section 5.4000, as applicable.
3. Geologic Hazard Reports required by this section shall include the following from the preparer(s) of the report:
 - a. A statement that all the applicable content requirements of Section 5.3025 have been addressed or are not applicable to the review. An explanation

- for purposes of meeting shall be accompanied with any requirement identified as not applicable;
- b. A description of the qualifications of the professional(s) that prepared the report. If multiple licensed professionals contributed to the report, each professional shall individually sign and stamp their own work products; and
 - c. A statement by the preparer(s) that they have the appropriate qualifications to have completed the report and all its contents.
4. All Geologic Hazard Reports are valid for purposes of meeting the requirements of Section 5.3000 for a period of five (5) years from the date of preparation. Such reports are valid only for the development plan addressed in the report. Clatsop County assumes no responsibility for the quality or accuracy of such reports.