



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, NOVEMBER 10, 2021

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

## AGENDA

### MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format. Effective June 30, 2021, COVID-based restrictions have been discontinued.

**Attendance/Participation** options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings).

**Citizen Input:** Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or by leaving a voice message at 541-385-1734. Citizen input received by 8:00 a.m. before the start of the meeting will be included in the meeting record.

**Zoom Meeting Information:** Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

**For Public Hearings,** the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

**CITIZEN INPUT:** *For items not on this Agenda*

**Note:** *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by 8:00am on the day of the meeting.*

## CONSENT AGENDA

1. Consideration of Board Signature for Order No. 2021-044, authorizing the Deschutes County Property Manager to execute the documents associated with the sale of County-owned property located at 51205 Silver Lake Lane, La Pine, Oregon 97739
2. Consideration of Board Signature Resolution No. 2021-080 Increasing 1.0 Regular Duration FTE within the Health Services Fund and 2021-2022 Deschutes County Budget.
3. Consideration of Board signature to Thank Ken Kehmna for Service on the Project Wildfire Steering Committee
4. Consideration of Board Signature to Appoint Tom Mooney to the Project Wildfire Steering Committee.

## ACTION ITEMS

5. **9:10 AM** Consideration of Deschutes County Adult Parole and Probation Grant in Aid Funding and IGA.
6. **9:20 AM** Deschutes County Adult Parole and Probation Measure 57 (M57) Funding and IGA for 21-23 Biennium
7. **9:30 AM** Consideration of Board Signature of Document No. 2021-894, a Collective Bargaining Agreement Between Deschutes County and the American Federation of State, County and Municipal Employees (AFSCME)
8. **9:50 AM** COVID19 Update

## LUNCH RECESS

## OTHER ITEMS

*These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.*

## EXECUTIVE SESSION

*At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.*

*Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.*

9. Executive Sessions under ORS 192.660 (2) (e) Real Property Negotiations and ORS 192.660 (2) (d) Labor Negotiations

## **ADJOURN**



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.

---



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, November 10, 2021

**SUBJECT:** Consideration of Board Signature for Order No. 2021-044, authorizing the Deschutes County Property Manager to execute the documents associated with the sale of County-owned property located at 51205 Silver Lake Lane, La Pine, Oregon 97739

**RECOMMENDED MOTION:**

Move to approve and sign Board Order No. 2021-044, authorizing the Deschutes County Property Manager to execute the documents associated with the sale of County-owned property located at 51205 Silver Lake Lane, La Pine, Oregon 97739

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County owns property in the Finley Butte Business Park known as Map and TaxLot 221014DD00800 located at 51205 Silver Lake Lane, La Pine. The Tax Lot is 1.22-acres and the Real Market Value (RMV) by the Assessor's Office is \$138,170.

True Blue LLC and a single member Rebecca E. Nagle have made an offer to purchase the property described above. The business includes towing and recovery services, which services the greater-La Pine area including Sunriver, Crescent, Chemult, the Cascade Lakes and all state and county roadways within the region. It serves as the primary AAA regional provider, responds to Oregon State Police and Deschutes County Sheriff's Office calls for assistance related to crashes, abandoned vehicles, etc., and serves many other commercial towing needs within the area.

The ownership intends to develop the property to include a 3,800 square foot building and large fenced storage area to support its operations. Estimated project investments includes +/- \$350,000 for permitting, infrastructure and development costs, plus cost to acquire the property. The business currently employs nine staff, and because of the anticipated development, an estimated 11 new jobs will be created in the region.

Highlights of the offer includes,

1. \$93,068.69 sale/purchase price (equates to \$76,285/acre or \$1.75 PSF)
2. \$9,306.87 refundable earnest money (becomes nonrefundable after purchaser removes contingency)
3. 60-day (calendar) contingency/due diligence period
4. Closing to occur within approximately 20 and 35 calendar days after purchaser accepts the condition of property

In 2019, the County and City of La Pine (City) entered into an Intergovernmental Agreement (IGA) that provided the City full power and authority for the marketing, promotion and sale negotiations for County-owned property located in the industrial area (La Pine Industrial, Newberry Business Park and Finley Butte Industrial Park) for the purpose of economic development. The IGA provides for a 50/50 split of gross proceeds from sales.

The City and Sunriver La Pine Economic Development (SLED) support the transaction including the sales price and the City Manager, Geoff Wullschlager has signed the Purchase and Sale Agreement accordingly.

**BUDGET IMPACTS:**

Proceeds of the property sale totaling \$93,068.69 will be allocated between the County and the City per the terms of the IGA.

**ATTENDANCE:**

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

11/10/2021 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating Kristie Bollinger, the Deschutes County Property Manager, as the Deschutes County Representative for the Purpose of Signing Documentation for the Sale of Deschutes County Owned Property Located at 51205 Silver Lake Lane, La Pine, Oregon 97739

\*  
\*  
\*  
\*

ORDER NO. 2021-044

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the sale of property located at 51025 Silver Lake Lane, La Pine, Oregon 97739 to True Blue LLC and a single member Rebecca E. Nagle; and

WHEREAS, Deschutes County received an offer from True Blue LLC and a single member Rebecca E. Nagle to purchase property (Purchase and Sale Agreement or PSA) for Ninety Three Thousand Sixty Eight Dollars and Sixty Nine Cents (\$93,068.69), subject to a due diligence period scheduled to expire in Sixty (60) Days from the date the PSA is executed; and

WHEREAS, True Blue LLC and single member Rebecca E. Nagle have paid Nine Thousand Three Hundred Six Dollars and Eighty Seven Cents (\$9,306.87) Earnest Money that will be applied to the purchase price at closing; and

WHEREAS, the transaction closing is projected to occur within Thirty Five (35) Days after the due diligence period or from when True Blue LLC and a single member Rebecca E. Nagle removes contingencies, at which time documents necessary to conclude the transaction need to be signed on behalf of Deschutes County as the seller; now, THEREFORE,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. Kristie Bollinger, the Deschutes County Property Manager, is designated as the Deschutes County representative for the purpose of signing the necessary documents for the sale of property located at 51205 Silver Lake Lane, La Pine, Oregon 97739.

**SIGNATURES ON FOLLOWING PAGE**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PHIL CHANG, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner

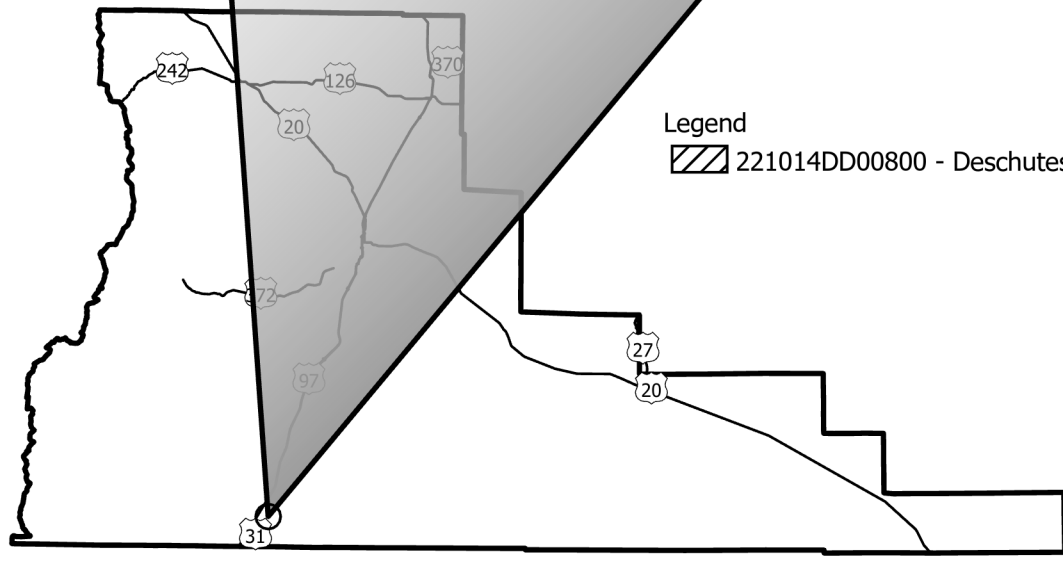
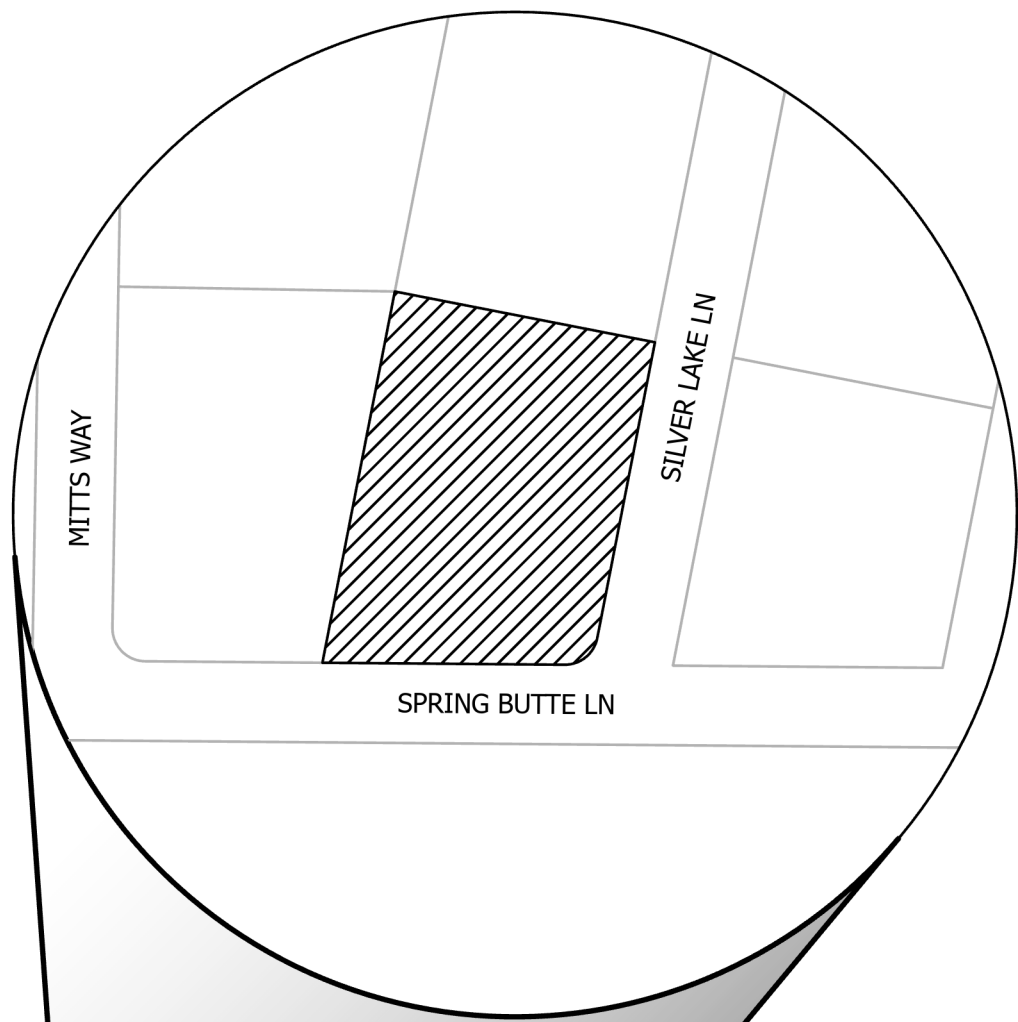


# DESCHUTES COUNTY VICINITY MAP

Maptax #221014DD00800

Doc# Finley Butte Indst. Park Phase 1- 1.22 Acres

11/10/2021 Item #1.



Legend  
[Hatched Box] 221014DD00800 - Deschutes County





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** 11/10/2021

**SUBJECT:** Consideration of Resolution No. 2021-080 Increasing 1.0 Regular Duration FTE within the Health Services Fund and 2021-2022 Deschutes County Budget.

**RECOMMENDED MOTION:**

*Move Approval of Resolution No. 2021-080 Increasing 1.0 Regular Duration FTE within the Health Services Fund and 2021-2022 Deschutes County Budget.*

**BACKGROUND AND POLICY IMPLICATIONS:**

The EISO program is requesting the addition of 1.0 full-time equivalent (FTE) Management (Data) Analysis through the remainder of the grant cycle December 31, 2022, and then through continued funding from OHA. The position will standardize data collection, provide quality assurance and help set priorities for prevention and care services. They will provide an epidemiological profile of HIV and STDs in Central Oregon and develop a Tableau platform for the webpage. This position will create a cluster and outbreak detection and response plan to help identify gaps and communities at higher risk.

**BUDGET IMPACTS:**

This Resolution approves an Increase of 1.0 regular Management Analyst FTE in the Health Services Fund with a start date of December 1, 2021. Currently the Health Department has emails from the Oregon Health Authority stating they will likely fund this position beyond 12/31/2022. It is expected that a future resolution will appropriate an additional \$57,774 in the Health Services Fund budget for this position in FY22 once the OHA contract amendment has been received.

**ATTENDANCE:**

*Cheryl Smallman, Business Officer, Health Services, Daniel Emerson, Budget Manager, Finance.*

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing \*  
FTE within the 2021-2022 \* RESOLUTION NO. 2021-080  
Deschutes County Budget \*

WHEREAS, the Deschutes County Health Department presented to the Board of County Commissioners on 11/3/2021, with regards to adding 1.0 Management Analyst FTE in support of Early Intervention and Outreach within the Health Services Department, and

WHEREAS, Deschutes County Policy HR-1 requires that a creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following FTE be added:

| Job Class          | Type                                  | Duration if Limited Duration | FTE  |
|--------------------|---------------------------------------|------------------------------|------|
| Management Analyst | Regular Duration<br>(Start 12/1/2021) |                              | 1.00 |
| Total FTE          |                                       |                              | 1.00 |

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of November, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
PHIL CHANG, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 11/10/2021

SUBJECT: Deschutes County Adult Parole and Probation Grant in Aid Funding and IGA.

RECOMMENDED MOTION:

Move approval of authorization for chair to sign Document No. 2021-904

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County receives a formula allocation from the Department of Corrections (DOC) to provide supervision and services for offenders on probation, parole, and post-prison supervision. Grant in Aid provides the majority of funding for community correction actives as outlined in the Deschutes County Community Corrections plan. The Adult Parole & Probation division has created a biennial Community Corrections Plan to describe our goals and intentions for using state funding, in alignment with state and county goals, and best available evidence about what works. Our Local Public Safety Coordinating Council reviewed the plan on November 2, 2021 and recommends that the Board of County Commissions accept the plan and sign the IGA for the 21-23 biennium.

The state of Oregon Department of Corrections provides funding to counties to "promote public safety by holding offenders accountable for their actions and reducing the risk of future criminal behavior". Counties utilize funding to work with adults sentenced to probation, or returning home from prison for felony and limited misdemeanor charges in three key areas: Supervision, Services, and Sanctions. Historically supervision (in the form of supervising court conditions, case management and / or surveillance) and sanctions (in the form of increased reporting, community service or jail) have comprised the bulk of resources and time counties spend to achieve this mission. More recently, the state and counties have made attempts to rebalance their array of interventions by improving the quantity and quality of services and supervision that are aimed at long-term behavior change, as well as ensuring necessary short-term accountability.

BUDGET IMPACTS:

This has already been accounted for in our budget. The amount is \$11,836,132 over the biennium (20% of the money goes to Sheriff's Department for jail utilization).

ATTENDANCE:

Trevor Stephens, Management Analyst (Adult Parole and Probation)
Deevy Holcomb, Business Manager (Community Justice)

### DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

**Date:** 11/02/2021

**Department:** Adult Parole and Probation

**Contractor/Supplier/Consultant Name:** Oregon Department of Corrections

**Contractor Contact:** Denise Sitler **Contractor Phone #:** 503-945-9051

**Type of Document:** Intergovernmental Agreement No.6159

**Goods and/or Services:** Deschutes County receives a formula allocation from the Department of Corrections (DOC) to provide supervision and services for offenders on probation, parole, and post-prison supervision. Grant in Aid provides the majority of funding for community correction actives as outlined in the Deschutes County Community Corrections plan.

**Background & History:** The state of Oregon Department of Corrections provides funding to counties to “promote public safety by holding offenders accountable for their actions and reducing the risk of future criminal behavior”. Counties utilize funding to work with adults sentenced to probation, or returning home from prison for felony and limited misdemeanor charges in three key areas: Supervision, Services, and Sanctions. Historically supervision (in the form of supervising court conditions, case management and / or surveillance) and sanctions (in the form of increased reporting, community service or jail) have comprised the bulk of resources and time counties spend to achieve this mission. More recently, the state and counties have made attempts to rebalance their array of interventions by improving the quantity and quality of services and supervision that are aimed at long-term behavior change, as well as ensuring necessary short-term accountability.

The Adult Parole & Probation division is tasked with creating a biennial Community Corrections Plan to describe our goals and intentions for using state funding, in alignment with state and county goals, and best available evidence about what works.

**Agreement Starting Date:** 07/01/2021

**Ending Date:** 06/30/2023

**Annual Value or Total Payment:** Payment of \$11,836,132 over 2 year period.

- Insurance Certificate Received (check box)
- General Liability Insurance Expiration Date:
- Professional Liability Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)  
Informal quotes and need immediate solution in interim.

**Funding Source:** (Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No

**Is this a Grant Agreement providing revenue to the County?**  Yes  No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance:

Name:

Phone #:

**Departmental Contact and Title:** Trevor Stephens, Management Analyst

**Phone #:** 541-330-8261

**Department Director Approval:**

*Samy Attieh E*  
Signature

11/3/21  
Date

**Distribution of Document:** Return to Trevor Stephens, Adult Parole and Probation.

**Official Review:**

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Head/Director (if under \$25,000)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number

**INTERGOVERNMENTAL AGREEMENT #6159  
BETWEEN THE STATE OF OREGON AND DESCHUTES COUNTY**

This Intergovernmental #6159 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Deschutes County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

## I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for adults on supervision.
- H. Adults on Supervision (AOS): Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to adult on supervision violations of conditions of supervision that uses custody units.



- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

## II. AUTHORITY AND DURATION

### A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520, ORS 423.530 and 423.535.

### B. Duration

This Agreement will become effective on **July 1, 2021** and will remain in effect until **June 30, 2023** or until terminated according to Section X, captioned TERMINATION.

## III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to adults on supervision sentenced or convicted of felonies and designated drug-related misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

**IV. AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

**V. DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
  - 1. Reduce Criminal Behavior
    - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
    - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
  - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
    - a. Indicator: the percentage of positive case closures for adults on parole/post-prison supervision.
    - b. Indicator: the percentage of positive case closures for adults on probation.
  - 3. Assist Offenders to Change:
    - a. Indicator: employment rates for adults on supervision.
    - b. Indicator: substantial compliance with treatment requirements.
  - 4. Provide Reparation to Victims and Community
    - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.

- b. Indicator: the percentage of community service hours provided by adults on supervision.
- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.
- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
  2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.
  3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
  4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
  5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
  6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
  7. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
  8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
  9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
  10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
  11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
  12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
  13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
  14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
  15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
  16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
  17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.
  18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the

- Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
  20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
  2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
  3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [ . . . ] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.
- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep

current information on adults on supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.

- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation adults on supervision that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

**VI. DEPARTMENT RESPONSIBILITIES**

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to, details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access; however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for adults on parole, under post-prison supervision, and on probation that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

## VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and this fully executed Agreement must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and the executed Agreement, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/21, 10/1/21, 1/1/22, 4/1/22, 7/1/22, 10/1/22, 1/1/23, and 4/1/23.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
  2. This Agreement has not been terminated; and
  3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.

- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of adults on supervision designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such adults on supervision.
- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

**VIII NONCOMPLIANCE**

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

**IX INDEMNIFICATION See Exhibit C**

**X TERMINATION**

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.



- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
  - 1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
  - 2. In no case does responsibility for supervision and provision of correctional services to non-designated drug-related misdemeanor adults on supervision revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

**XI COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made applicable to this

Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

**XII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

**XIII SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

**XIV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**XV WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

**XVI EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

**XVII MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

DESCHUTES COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Toni Payseno, Designated Procurement  
Officer

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for Legal Sufficiency  
Oregon Attorney General's Office:

/s/ Sam Zeigler per email dated 5/4/21  
Assistant Attorney General

**EXHIBIT A**  
**BUDGET SUMMARY**  
**DESCHUTES COUNTY**  
**(to be added by DEPARTMENT after**  
**COUNTY submission of the County Corrections Plan)**

**EXHIBIT B**

## DESCHUTES COUNTY

## NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).
  - A. All network traffic covered by this agreement will employ TCP/IP network protocols.
  - B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.
2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.311 through 192.478 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C  
INDEMNIFICATION  
DESCHUTES COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim ), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

### **Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

### **Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

### **Subcontractor Insurance Requirements**

#### **GENERAL**

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**TYPES AND AMOUNTS**

**PROFESSIONAL LIABILITY**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

**"TAIL" COVERAGE** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



# Deschutes County Community Corrections Biennial Plan

---

July 1, 2021 – June 30, 2023



**Board of County Commissioners**

Anthony DeBone, Chair  
Phil Chang, Vice-Chair  
Patti Adair, Commissioner

**Department of Community Justice**

Sonya Littledeer-Evans, Interim Director

**Adult Parole and Probation**

E. Tanner Wark, Deputy Director

# TABLE OF CONTENTS

## Section I Introduction

Community Corrections Plan Cover Sheet ..... 2  
 Departmental Description ..... 3

## Sections II Submittals

LPSCC Recommendation ..... 4

## Section III Organization

Public Safety Coordinating Council Membership..... 5  
 Community Corrections Organizational Chart ..... 6  
 Sheriff's Office / Jail Organization Chart..... 7

## Section IV Programs

Administration and Support..... 8  
 Felony Supervision ..... 10  
 Misdemeanor Supervision..... 12  
 Substance Abuse Treatment..... 13  
 Sex Offense Treatment..... 14  
 Domestic Violence Treatment ..... 15  
 Polygraphs..... 16  
 Custodial and Sanction Beds ..... 17  
 Cognitive Behavioral Programs..... 18  
 Community Service..... 19  
 Electronic Monitoring ..... 20  
 Transitional Housing ..... 21

## Section V Budget

Budget Summary ..... 22

## Deschutes County 2021-2023 Community Corrections Biennial Plan

|   |  |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
|---|--|--------------------------|------------------------|----------------------------|---------------------|---------------------------------|-----------------------|----------------------------|---------------------|----------------------|-----------------------|-------------------|-------------------|---------------------------------------|---------------------|-------------|-------------------|-------------------------------|---------------------|--------|---------------------|----------------------|-------------------------------|
| Department of Corrections<br>2575 Center Street NE<br>Salem, Oregon 97301-4667  | <i>For Office Use Only</i><br><br>Date Received: |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Address: 63360 Britta Street Building #2, Bend, Oregon 97703<br>Phone: 541-385-3246      Fax: 541-385-1804  |  |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Community Corrections Director/Manager: Sonya Littledeer-Evans (Interim)<br>Address: 63360 Britta Street Building #2, Bend, Oregon 97703<br>Phone: 541-385-1728      Fax: 541-385-1804      Email: Sonya.Littledeer-Evans@deschutes.org   |  |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Sheriff: Shane Nelson<br>Address: 63333 Highway 20 West, Bend OR 97703<br>Phone: 541-317-3118      Fax: 541-389-6835      Email: Shane.Nelson@deschutes.org   |  |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Jail Manager: Michael Shults<br>Address: 63333 Highway 20 West, Bend OR 97703<br>Phone: 541-617-3387      Fax: 541-389-6835      Email: Michael.Shults@deschutes.org  |  |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Supervisory Authority: Shane Nelson<br>Address: 63333 Highway 20 West, Bend OR 97703<br>Phone: 541-317-3118      Fax: 541-389-6835      Email: Shane.Nelson@deschutes.org<br><br>Supervisory Authority: Sonya Littledeer-Evans (Interim)<br>Address: 63360 Britta Street Building #2<br>Phone: 541-385-1728      Fax: 541-385-1804      Email: Sonya.Littledeer-Evans@deschutes.org   |  |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| LPSCC Contact: Deevy Holcomb<br>Address: 63360 Britta Street Building #2<br>Phone: 541-322-7644      Fax: 541-385-1804      Email: Deevy.Holcomb@Deschutes.org  |  |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| <h3><u>Biennial Budget</u></h3> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">State Grant-in-Aid Fund:</td> <td style="text-align: right; padding: 5px;"><u>\$11,836,132.00</u></td> </tr> <tr> <td style="padding: 5px;">DOC M57 Supplemental Fund:</td> <td style="text-align: right; padding: 5px;"><u>\$489,211.00</u></td> </tr> <tr> <td style="padding: 5px;">CJC Justice Reinvestment Grant:</td> <td style="text-align: right; padding: 5px;"><u>\$1,743,505.00</u></td> </tr> <tr> <td style="padding: 5px;">CJC Treatment Court Grant:</td> <td style="text-align: right; padding: 5px;"><u>\$213,625.00</u></td> </tr> <tr> <td style="padding: 5px;">County General Fund:</td> <td style="text-align: right; padding: 5px;"><u>\$1,324,091.52</u></td> </tr> <tr> <td style="padding: 5px;">Supervision Fees:</td> <td style="text-align: right; padding: 5px;"><u>\$3,605.54</u></td> </tr> <tr> <td style="padding: 5px;">Biennial Carryover (GIA, M57, FSAPP):</td> <td style="text-align: right; padding: 5px;"><u>\$282,871.71</u></td> </tr> <tr> <td style="padding: 5px;">Other Fees:</td> <td style="text-align: right; padding: 5px;"><u>\$6,000.00</u></td> </tr> <tr> <td style="padding: 5px;">Other State or Federal Grant:</td> <td style="text-align: right; padding: 5px;"><u>\$116,518.68</u></td> </tr> <tr> <td style="padding: 5px;">Other:</td> <td style="text-align: right; padding: 5px;"><u>\$290,386.00</u></td> </tr> <tr> <td style="padding: 5px;"><b><u>Total:</u></b></td> <td style="text-align: right; padding: 5px;"><b><u>\$16,305,946.45</u></b></td> </tr> </table> |  | State Grant-in-Aid Fund: | <u>\$11,836,132.00</u> | DOC M57 Supplemental Fund: | <u>\$489,211.00</u> | CJC Justice Reinvestment Grant: | <u>\$1,743,505.00</u> | CJC Treatment Court Grant: | <u>\$213,625.00</u> | County General Fund: | <u>\$1,324,091.52</u> | Supervision Fees: | <u>\$3,605.54</u> | Biennial Carryover (GIA, M57, FSAPP): | <u>\$282,871.71</u> | Other Fees: | <u>\$6,000.00</u> | Other State or Federal Grant: | <u>\$116,518.68</u> | Other: | <u>\$290,386.00</u> | <b><u>Total:</u></b> | <b><u>\$16,305,946.45</u></b> |
| State Grant-in-Aid Fund:  | <u>\$11,836,132.00</u>                           |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| DOC M57 Supplemental Fund:  | <u>\$489,211.00</u>                              |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| CJC Justice Reinvestment Grant:   | <u>\$1,743,505.00</u>                            |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| CJC Treatment Court Grant:  | <u>\$213,625.00</u>                              |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| County General Fund:  | <u>\$1,324,091.52</u>                            |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Supervision Fees:   | <u>\$3,605.54</u>                                |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Biennial Carryover (GIA, M57, FSAPP):   | <u>\$282,871.71</u>                              |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Other Fees:   | <u>\$6,000.00</u>                                |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Other State or Federal Grant:   | <u>\$116,518.68</u>                              |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| Other:  | <u>\$290,386.00</u>                              |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |
| <b><u>Total:</u></b>  | <b><u>\$16,305,946.45</u></b>                    |                          |                        |                            |                     |                                 |                       |                            |                     |                      |                       |                   |                   |                                       |                     |             |                   |                               |                     |        |                     |                      |                               |

## Section I Department Description

Community corrections services in Deschutes County are provided by the Parole and Probation Division of the Deschutes County Department of Community Justice. On any given day the division has roughly 1,100 clients under supervision of which approximately 20% are misdemeanor clients.

The division's main office is in the city of Bend with satellite offices in the cities of Redmond and La Pine. The division provides probation, parole, and post-prison supervision to clients with felony offenses as well as some clients with misdemeanor offenses (including drug-related, domestic violence-related and sex offense-related misdemeanors). The division supervises clients on deferred prosecution for felony and Assault IV domestic violence offenses. The division also provides community service coordination and electronic monitoring services to the county and court for both pre-trial and division-supervised clients.

The division is currently focused on:

- Implementing a balanced supervision model by incorporating the risk-needs-responsivity principles of case management including use of core correctional practices with clients;
- Adapting to and managing our population safely in the context of criminal justice reform, prison reduction utilization efforts and as COVID-19 continues to interrupt traditional methods of supervision; and
- Modernizing the purpose and use of collecting demographic data, and working with the community to help us understand and equitably serve our full population.

For FY 2021-2023 Deschutes County community corrections service plan is organized around 12 general program categories. The general program categories are:

- Administration
- Felony supervision
- Misdemeanor supervision
- Substance abuse treatment
- Sex offense treatment
- Domestic violence offense treatment
- Polygraphs
- Custodial and sanction beds
- Cognitive behavioral programs
- Community service program
- Electronic monitoring services
- Transitional housing services

## Section II LPSCC Recommendation



PUBLIC SAFETY COORDINATING COUNCIL

**Wells Ashby, Chair**  
Presiding Judge

November 2, 2021

**Nick Lelack Vice Chair**  
County Administrator

Deschutes County Board of Commissioners  
1300 NW Wall Street  
Bend, OR 97703

**Thomas Spear**  
Attorney at Law

**Melanie Kebler**  
Bend City Council

RE: Deschutes County Community Corrections Plan FY 2021-2023

**George Conway**  
Health Services Director

Dear County Commissioners:

**Sara Crosswhite**  
911 Service District Director

Enclosed please find a copy of the Deschutes County Community Corrections Plan for the period of July 1, 2021 through June 30, 2023. The Deschutes County Public Safety Coordinating Council (Council) reviewed and approved the plan at our November 2, 2021 meeting.

**Anthony DeBono**  
County Commissioner

**Sonya Little-Deer Evans**  
Community Justice Interim Director

**Gil Levy**  
KIDS Center

The plan describes a comprehensive array of services utilizing a combination of state dollars, county funds and revenue generated from offender fees. It appears that this plan provides for effective utilization of these resources for the next biennium.

**John Hummel**  
District Attorney

**Donna McClung**  
Oregon Youth Authority Supervisor

The Council understands that there is some flexibility in regard to implementation of the plan over the next biennium, including the possibility of state revenue revisions up or down from what is shown in the plan today. It is the recommendation of the Council that the Board of County Commissioners formally adopt the Plan by signing the Intergovernmental Agreement with the Oregon Department of Corrections.

**Shane Nelson**  
Deschutes County Sheriff

**Mike Krantz**  
Bend Police Chief

**Donna Mills**  
Citizen Member

**Dave Tarbet**  
Redmond Police Chief

Sincerely,

**Roberto Robles**  
Oregon State Police Commander

**Keith Witcosky**  
Redmond City Manager

**Erin Taylor**  
Citizen Member

The Honorable Wells Ashby,  
Chair Local Public Safety Coordinating Council

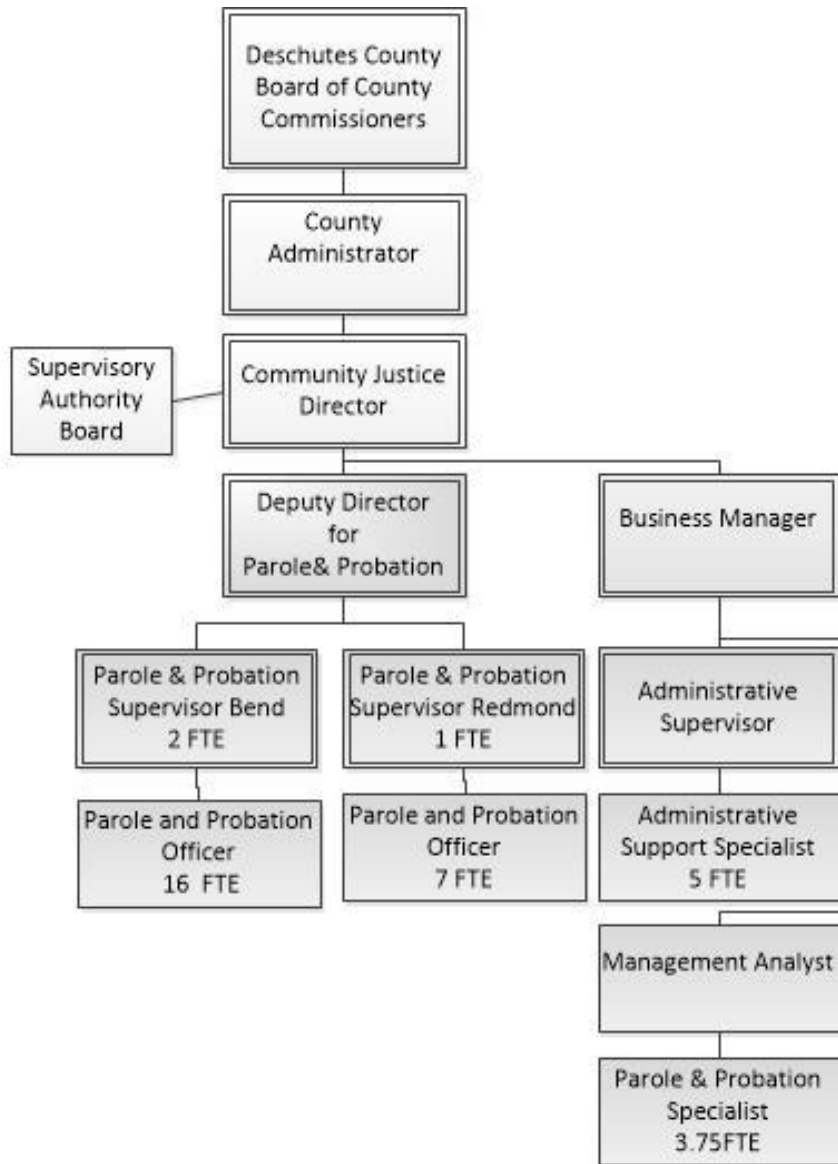
**Cory Darling**  
Sunriver Police Department

1300 NW Wall Street Bend, Oregon 97703  
Council Secretary Taryn Sharp (541) 388-6571: taryn.sharp@deschutes.org

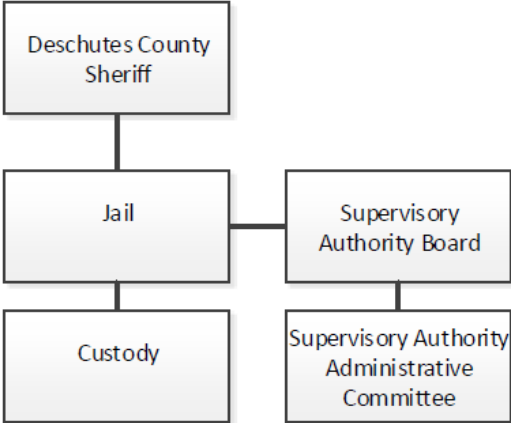
**Deschutes County Public Safety Coordinating Council Membership**

| <b>Name</b>            | <b>Title</b>         | <b>Organization</b>                      |
|------------------------|----------------------|--|
| Nick Lelack            | County Administrator | Deschutes County                         |
| Wells B. Ashby         | Presiding Judge      | 11 <sup>th</sup> Judicial District       |
| George Conway          | Director             | Deschutes County Health Services Dept.   |
| Sara Crosswhite        | Director             | Deschutes County 9-1-1 Service District  |
| Anthony DeBone         | County Commissioner  | Deschutes County                         |
| Cory Darling           | Chief of Police      | Sunriver Police Department               |
| Sonya Littledeer-Evans | Interim Director     | Deschutes County Community Justice Dept. |
| Angie Curtis           | Court Administrator  | 11 <sup>th</sup> Judicial District       |
| John Hummel            | District Attorney    | Deschutes County                         |
| Melanie Kebler         | City Counselor       | City of Bend                             |
| Mike Krantz            | Chief of Police      | City of Bend                             |
| Gil Levy               | Director             | KIDS Center                              |
| Donna McClung          | Area Supervisor      | Oregon Youth Authority                   |
| Donna Mills            | Citizen Member       | Deschutes County Resident                |
| Shane Nelson           | Sheriff              | Deschutes County                         |
| Roberto Robles         | Area Commander       | Oregon State Police                      |
| Thomas Spear           | Defense Counsel      | Spear Law                                |
| Dave Tarbet            | Chief of Police      | City of Redmond                          |
| Erin Taylor            | Citizen Appointee    | Deschutes County Resident                |
| Keith Witcosky         | City Manager         | City of Redmond                          |

# Community Corrections Organizational Chart



# Deschutes County Sheriff's Office/Jail





|                          |   |
|--------------------------|---|
| Program Name:            | Administration and Support  |
| Program Description:     | The Community Justice Director is head of Deschutes County Community Justice, which encompasses both Adult and Juvenile. In June of 2021 Director Ken Hales retired. Deschutes County is in a recruitment process for a new director and during the interim Sonya Littledeer-Evans is serving as the director. The Community Justice Director manages the Deputy Directors and the Administration and Performance Manager. The Deputy Director is responsible for the overall management of the adult division and reports to the Community Justice Director. The Deputy Director manages three parole and probation supervisors who are responsible for the daily supervision of 24 parole and probation officers. The Administration and Performance Manager is responsible for the administrative functions of the department and oversees the management analyst and the administrative supervisor. The management analyst is responsible for the daily supervision of 3.75 FTE parole and probation specialists. The administrative supervisor is responsible for the daily supervision of 5 FTE administrative support specialists. We also anticipate work during this next biennium to address Equity and Cultural Responsiveness. Based on the limited available racial and ethnic identifying data, Deschutes County Community Justice serves women of all identified racial and ethnic identities, and men who have been identified as Black, Latinx, Native American, Asian and Pacific Islander. Data collection methods or tools do not provide for self-identification, or collection on many other social identities that are important, such as gender identity, sexual orientation and socio-economic status (the latter is more understood through proxies such as need for housing or other basic needs assistance). The county believes that one of the negatively impactful ways these populations are underserved is the antiquated, inconsistent, unfair, and inaccurate data collection methods currently available. Without accurate identification that corresponds to how individuals see themselves the system will not be able to make appropriate responsivity assessments and allocate resources that can support the specific needs of all clients. This will likely be one the largest projects that our administrative team will be tackling during this next biennium just to ensure we have accurate data for our marginalized and underserved populations, which will lead to comprehensive and accurate responsivity case management techniques and systems. |
| Program Category:        | Administration  |
| Program Objectives:      | To provide leadership, program development, policy development, and financial oversight for the department. To provide training and supervision to staff to ensure compliance with department policies, procedures, Oregon Administrative Rules, Oregon Revised Statutes, and Intergovernmental Agreements with DOC.<br><br>The division will continue its work on addressing equity and cultural responsiveness by continuing with community restorative justice conversations.<br>The division will also be working to design/improve data collections methods for race, ethnicity, and gender.   |
| Method(s) of Evaluation: | Grant reporting, Dashboards, internal business reports, and annual reports.   |

Monthly Average to be Served: N/A      Type of Offender(s) Served:      Crime Category:      Gender:      Risk Level:

Probation                                       Felony                                       Male                                       High  
 Parole/Post-Prison                                       Misdemeanor                                       Female                                       Medium  
 Local Control                                                                                                                   Low

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type<br><small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund?<br><small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
|               |   |  |
|               |   |  |

Funding Sources

|  |                |
|--|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund        | \$1,290,107.54 |
| <input checked="" type="checkbox"/> DOC M57 Supplemental Fund      | \$47,800.00    |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | \$150,000.00   |
| <input checked="" type="checkbox"/> CJC Treatment Court Grant      | \$21,363.00    |
| <input checked="" type="checkbox"/> County General Fund            | \$132,408.00   |
| Other: Please Identify   |                |
| <input checked="" type="checkbox"/> FSAP                           | \$5,895.80     |
| <input checked="" type="checkbox"/> Interest on pooled investments | \$90,386.00    |
| <input type="checkbox"/>   |                |

Additional Comments:

|                          |   |
|--------------------------|---|
| Program Name:            | Felony Supervision  |
| Program Description:     | Assessment, supervision, and case management services are provided to individuals sentenced on felony charges or designated drug related or funded domestic violence misdemeanors. This also includes clients under the terms of Interstate Compact. This includes domestic violence, street crimes, and sex offenses. Research-based assessments are conducted based on the client's crime type and past criminal history. The result of the assessment is utilized to develop a case plan and framework for the client's supervision. Parole and probation provides treatment and resource referrals, urinalysis testing, rewards, and sanctions. In conjunction with casework, information is entered into various computer programs as required by the Division, Deschutes County, and DOC. This program includes having parole and probation officers with caseloads based on crime type and other factors. We operate a mental health caseload, several JRP caseloads, a FSAP caseload (through December 2021), a Drug Court caseload, several domestic violence caseloads, and several sex offense caseloads. All of our officers are trained in the use of Carey Guides/BITS for client office visits. The department recently underwent Core Correctional Practices Training by the University of Cincinnati Corrections Institute (UCI) and is working through an implementation process with technical assistance from UCI. All low risk clients, with the exception of clients charged with a sex offense, are assigned to case bank for the purpose of monitoring them for compliance with conditions of supervision. All low risk clients who have an open restitution case will be assigned to the restitution caseload for the purpose of supervising their compliance with conditions of supervision. For clients with felony sex offenses officers will use DOC-approved risk tools to determine sex offender notification level and supervision levels. During the COVID-19 pandemic our office has utilized both in-person and virtual/phone services to keep both clients and staff safe, and on track to meet case plan needs, while following CDC recommendations. |
| Program Category:        | Supervision   |
| Program Objectives:      | To increase community safety by reducing clients' criminal and/or sexually deviant behaviors and increasing their pro-social thinking and behavior: to enforce orders of the Court and Board: to provide reparation to victims; to adhere to statutory requirements specific to supervision.<br><br>The division will be striving to develop meaningful metrics to drive positive supervision outcomes over the next biennium around case management and contacts.  |
| Method(s) of Evaluation: | Dashboards, DOC reports, and internal database.   |

Monthly Average to be Served: 1100

- |  |   |  |  |
|--|---|--|--|
| Type of Offender(s) Served:                            | Crime Category:                                 | Gender:                                    | Risk Level:                                |
| <input checked="" type="checkbox"/> Probation          | <input checked="" type="checkbox"/> Felony      | <input checked="" type="checkbox"/> Male   | <input checked="" type="checkbox"/> High   |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input type="checkbox"/> Local Control                 |   |  | <input checked="" type="checkbox"/> Low    |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type<br><small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund?<br><small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
|               |   |  |
|               |   |  |

Funding Sources

|  |                |
|--|----------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund              | \$7,491,807.53 |
| <input checked="" type="checkbox"/> DOC M57 Supplemental Fund            | \$421,411.00   |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant       | \$939,949.00   |
| <input checked="" type="checkbox"/> CJC Treatment Court Grant            | \$34,127.00    |
| <input checked="" type="checkbox"/> Supervision Fees                     | \$3605.54      |
| <input checked="" type="checkbox"/> Biennial Carryover (GIA, M57, FSAPP) | \$268,173.46   |
| <input checked="" type="checkbox"/> Other Fees (revenue)                 | \$1,000.00     |
| Other: Please Identify   |                |
| <input checked="" type="checkbox"/> FSAP                                 | \$41,803.50    |
| <input checked="" type="checkbox"/> Hearing Officer IGA                  | \$24,280.68    |
| <input type="checkbox"/>   |                |

Additional Comments:



|                          |  |
|--------------------------|--|
| Program Name:            | Substance Abuse Treatment  |
| Program Description:     | Many of our clients struggle with substance abuse and addiction issues. Many of these clients require subsidized treatment and some may not qualify for Oregon Health Plan. We currently contract with four different providers. Clients are assessed and assigned a level of care based on their risk/needs level. We have one contracted provider who has passed their correctional program checklist assessment (CPC) and our other providers are working on an action plan to reach passing status or will be assessed in the near future. Many services are virtual due to the COVID-19 pandemic and that has presented some delays in completing a CPC for all of our contracted providers. Our contracted providers conduct random urine tests, and attendance/treatment progress information is regularly provided to the supervising officer. Our contracted providers also have recovery mentor services. We have also contracted with one of the providers who has managed sober housing resources to provide 12 contracted beds each month. The managed sober housing is provided to JRP, FSAP, and M57 clients first then followed by our general street crimes population. Treatment services will also be made available to those individual transitioning into supervision from the DOC custody. |
| Program Category:        | Behavioral Health Tx Services - Substance Abuse  |
| Program Objectives:      | To reduce criminal behavior, which is a direct result of substance abuse/use, and to promote pro-social change, using a treatment modality that is evidenced-based.<br><br>The division will be striving to develop meaningful metrics to drive positive treatment completions over the next biennium and setting a targeted goal for successful program completion rates.   |
| Method(s) of Evaluation: | Dashboards, Correctional program checklist, provider reports, monthly DOC treatment report, and internal database.   |

Monthly Average to be Served: 100

- |  |   |  |  |
|--|---|--|--|
| Type of Offender(s) Served:                            | Crime Category:                                 | Gender:                                    | Risk Level:                                |
| <input checked="" type="checkbox"/> Probation          | <input checked="" type="checkbox"/> Felony      | <input checked="" type="checkbox"/> Male   | <input checked="" type="checkbox"/> High   |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input type="checkbox"/> Local Control                 |   |  | <input checked="" type="checkbox"/> Low    |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name                   | Treatment Type<br><small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund?<br><small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------------------------|---|--|
| Pfeifer and Associates          | Substance Abuse   | JRI-\$325,320 GIA-\$60,000   |
| New Priorities                  | Substance Abuse   | GIA-\$7,000  |
| Drishti Bend                    | Sustance Abuse and Mental Health  | TCG-\$143,135.00 GIA-\$6,500   |
| Turning Point Recovery Services | Substance Abuse   | GIA-\$6,500  |

Funding Sources

|  |                     |
|--|---------------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund        | \$80,000.00         |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | <u>\$325,320.00</u> |
| <input checked="" type="checkbox"/> CJC Treatment Court Grant      | <u>\$143,135.00</u> |



|                          |   |
|--------------------------|---|
| Program Name:            | Domestic Violence Treatment   |
| Program Description:     | Domestic violence treatment includes evidence-based practices geared towards addressing risk, needs, and responsivity of clients with domestic violence offenses. Treatment includes both group and individual sessions. Treatment groups meet weekly, in addition to individual sessions as required. Each client signs a contract delineating the requirements for compliance to treatment. |
| Program Category:        | Behavioral Health Tx Services - BIP   |
| Program Objectives:      | To reduce criminal behavior and promote pro-social change using evidenced-based DV, BIP and anger management treatment modalities.<br>The division will be striving to develop meaningful metrics to drive positive treatment completions over the next biennium and setting a targeted goal for successful program completion rates.   |
| Method(s) of Evaluation: | Dashboards, Correctional program checklist, provider reports, monthly DOC treatment report, and internal database.  |

Monthly Average to be Served: 75

- |  |   |  |  |
|--|---|--|--|
| Type of Offender(s) Served:                            | Crime Category:                                 | Gender:                                    | Risk Level:                                |
| <input checked="" type="checkbox"/> Probation          | <input checked="" type="checkbox"/> Felony      | <input checked="" type="checkbox"/> Male   | <input checked="" type="checkbox"/> High   |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input type="checkbox"/> Local Control                 |   |  | <input checked="" type="checkbox"/> Low    |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type<br><small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund?<br><small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
| Brian Hodges  | Domestic Violence   | GIA-\$15,000.00  |
| Choices       | Domestic Violence   | GIA-\$15,000.00  |
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |

Funding Sources

- |   |                    |
|---|--------------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | <u>\$30,000.00</u> |
| <input checked="" type="checkbox"/> County General Fund     | <u>\$20,000.00</u> |





|                          |  |
|--------------------------|--|
| Program Name:            | Custodial and Sanction Beds  |
| Program Description:     | Clients sentenced to a term of imprisonment of one year or less will be housed in our adult jail. Clients serving this type of sentences will be assessed upon admission to the jail and their needs determined. During the period of their incarceration, they will have the opportunity to participate in services designed to reduce their risk to re-offend in accordance with their ability to comply with facility rules, sentence length and program availability. Services available to clients in custodial beds include cognitive classes, anger management, family/parenting skills, AA, NA, A&D treatment and GED classes. Custodial beds are also used as a sanction. |
| Program Category:        | Other Programs and Services  |
| Program Objectives:      | To maintain accountability and reduce criminal behavior  |
| Method(s) of Evaluation: | Dashboards, sanction reports and local control caseload analysis.  |

Monthly Average to be Served: 25

- |  |   |  |  |
|--|---|--|--|
| Type of Offender(s) Served:                            | Crime Category:                                 | Gender:                                    | Risk Level:                                |
| <input checked="" type="checkbox"/> Probation          | <input checked="" type="checkbox"/> Felony      | <input checked="" type="checkbox"/> Male   | <input checked="" type="checkbox"/> High   |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input checked="" type="checkbox"/> Local Control      |   |  | <input checked="" type="checkbox"/> Low    |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type<br><small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund?<br><small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |

Funding Sources

State Grant-In-Aid Fund \$2,367,226.40

|                          |   |
|--------------------------|---|
| Program Name:            | Cognitive Behavioral Programs   |
| Program Description:     | Cognitive Behavioral Programs work to change behavior by identifying and changing the thought processes behind those behaviors. Moral Reconciliation Therapy (MRT) is a cognitive-behavioral treatment program that utilizes a workbook approach along with a 12-16 step curriculum that focuses on behavioral change and growth. MRT takes the form of group and individual counseling using structured group exercises and prescribed homework assignments. MRT is a facilitator led curriculum that meets weekly where the client is required to meet all the requirements before moving on to the next step of the program. MRT is an evidenced-based program. Research shows that MRT helps reduce recidivism rates on average by 16%. Research also shows that MRT programs produce an average return on investment of nine dollars for every dollar spent on MRT services. Due to staffing changes we are currently in the process of re-evaluating our gender specific CBT services. We had Moving On but are determining if it is best to re-train and restart this curriculum or look at other options. During the pandemic MRT and Moving On are both being held virtually. We successfully launched our MET program right before the COVID-19 pandemic. We completed one cohort, but had to put services on hold. |
| Program Category:        | Behavioral Health Tx Services - CBT   |
| Program Objectives:      | To prevent criminal behavior and reduce recidivism by assisting clients to identify risky thoughts, feelings and actions, and replace them with prosocial thoughts, feelings and actions.<br><br>The division will be striving to develop meaningful metrics to drive positive treatment completions over the next biennium and setting a targeted goal for successful program completion rates.  |
| Method(s) of Evaluation: | Dashboards, monthly reports, internal database, and completion rates.   |

Monthly Average to be Served: 25

- |  |   |  |  |
|--|---|--|--|
| Type of Offender(s) Served:                            | Crime Category:                                 | Gender:                                    | Risk Level:                                |
| <input checked="" type="checkbox"/> Probation          | <input checked="" type="checkbox"/> Felony      | <input checked="" type="checkbox"/> Male   | <input checked="" type="checkbox"/> High   |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input type="checkbox"/> Local Control                 |   |  | <input type="checkbox"/> Low               |

Which Treatment Provider(s) Will You Use Within This Program?

| Provider Name | Treatment Type<br><small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund?<br><small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |

Funding Sources

- |  |                     |
|--|---------------------|
| <input type="checkbox"/> State Grant-In-Aid Fund                   | \$186,795.00        |
| <input checked="" type="checkbox"/> CJC Justice Reinvestment Grant | <u>\$229,236.00</u> |

Additional Comments:



|                          |   |
|--------------------------|---|
| Program Name:            | Electronic Monitoring   |
| Program Description:     | The electronic monitoring program is one of the many intermediate sanctioning options available for all clients on parole and probation. We utilize electronic monitoring as an accountability mechanism for clients in our JRP, FSAP, M57, and Drug Court intensive supervision program. This program is used to provide surveillance/ intensive supervision for the department's high-risk clients. Electronic monitoring is also offered as an option in lieu of a local control sentence. The Courts make use of this program for pre-trial services, DUII offenses, and as an alternative to jail for those clients with medical issues. We contract out for all EM services for adult clients which includes our pre-trial program. We contract with Vigilnet and they do all the install, maintenance, and monitoring. Methods of referral are through the Courts, Local Supervisory Authority, and Parole and Probation Officers. |
| Program Category:        | Community-Based Custodial Alternatives  |
| Program Objectives:      | To maximize use of non-custodial resources to hold clients accountable while still able to reside in the community as employees, parents and family members.  |
| Method(s) of Evaluation: | Monthly community service reports, internal database, and sanction reports.   |

Monthly Average to be Served: 75-100    Type of Offender(s) Served:    Crime Category:    Gender:    Risk Level:

|  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Probation          | <input checked="" type="checkbox"/> Felony      | <input checked="" type="checkbox"/> Male   | <input checked="" type="checkbox"/> High   |
| <input checked="" type="checkbox"/> Parole/Post-Prison | <input checked="" type="checkbox"/> Misdemeanor | <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Medium |
| <input checked="" type="checkbox"/> Local Control      |   |  | <input checked="" type="checkbox"/> Low    |

**Which Treatment Provider(s) Will You Use Within This Program?**

| Provider Name | Treatment Type<br><small>(ie., Anger Management, Cognitive, DV, Dual Diagnosis, Sex Offender, Inpatient Substance Abuse, or Outpatient Substance Abuse)</small> | What, if any, state dollars are budgeted to the program and how much to each fund?<br><small>(ie., GIA-\$25,000; M57-\$5000)</small> |
|---------------|---|--|
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |
|               |   |  |

**Funding Sources**

|   |              |
|---|--------------|
| <input checked="" type="checkbox"/> State Grant-In-Aid Fund | \$70,000.00  |
| <input checked="" type="checkbox"/> Other Fees (revenue)    | \$5,000.00   |
| Other: Please Identify                                      |              |
| <input checked="" type="checkbox"/> Sheriff                 | \$100,000.00 |
| <input checked="" type="checkbox"/> Crime Prevention Fund   | \$100,000.00 |







BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 11/10/2021

SUBJECT: Deschutes County Adult Parole and Probation Measure 57 (M57) Funding and IGA for 21-23 Biennium

RECOMMENDED MOTION:

Move approval of authorization for chair to sign Document No. 2021-905

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County receives a formula allocation from the Department of Corrections (DOC) to serve offenders with drug and/or property offenses. The state has an interest in providing drug and alcohol treatment and specialized supervision to offenders with addictions. Known as "Measure 57", the state has supported counties with additional / supplemental funds for this purpose for several biennia.

Deschutes County Adult Parole and Probation utilizes M57 funds to support 1.5 FTE who work with eligible clients based on their risk and needs. The officers refer clients to our contracted treatment providers who we partner with to ensure clients are receiving evidence based treatment. We also use M57 funds for transitional housing and managed sober housing.

BUDGET IMPACTS:

This grant has already been accounted for in our budget. The grant amount is \$489,211 over the biennium.

ATTENDANCE:

Trevor Stephens, Management Analyst (Adult Parole and Probation)
Deevy Holcomb, Business Manager (Community Justice)



**DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

**Date:** 11/02/2021 **Department:** Community Justice/Adult Parole & Probation

**Contractor/Supplier/Consultant Name:** State of Oregon/Department of Corrections

**Contractor Contact:** Denise Sitler **Contractor Phone #:** 503-945-9051

**Type of Document:** IGA # 6194

**Goods and/or Services:** Specialized probation supervision and services by an Adult Parole & Probation Officer (PPOS) to serve offenders with drug and/or property offenses. Includes one FTE PPO, substance use disorder treatment funds, sober and transitional housing, urinalysis services and county administrative/infrastructure costs.

**Background & History:** Deschutes County receives a formula allocation from the Department of Corrections (DOC) to serve offenders with drug and/or property offenses. The state has an interest in providing drug and alcohol treatment and specialized supervision to offenders with addictions. Known as "Measure 57", the state has supported counties with additional / supplemental funds for this purpose for several biennia.

**Agreement Starting Date:** July 1, 2021 **Ending Date:** June 30, 2023

**Annual Value or Total Payment:** \$489,211 (Biennial)

Insurance Certificate Received (check box)  
Insurance Expiration Date: N/A

Check all that apply: N/A

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No **In progress.**

**Is this a Grant Agreement providing revenue to the County?**  Yes  No

Special conditions attached to this grant: Biennial report on funds expended.  
Deadlines for reporting to the grantor: Upon request after end of biennium.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance:

Name: Denise Sitler

Phone #: (503) 945-9051

Departmental Contact and Title: Deevy Holcomb, Admin & Performance Mgr

Phone #: 541-322-7644

Department Director Approval: *Sonye Pitted* 11/3/21  
Signature Date

Distribution of Document: 1 signed original to be returned to Trevor Stephens.

**Official Review:**

County Signature Required (check one):  BOCC  Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT #6194  
BETWEEN THE STATE OF OREGON AND DESCHUTES COUNTY

TABLE OF CONTENTS

I DEFINITIONS ..... 2

II AUTHORITY AND DURATION ..... 3

III PLAN AND PLAN MODIFICATION ..... 3

IV AMENDMENTS GENERALLY ..... 4

V DUTIES AND RESPONSIBILITIES OF COUNTY ..... 4

VI DEPARTMENT RESPONSIBILITIES ..... 6

VII PERFORMANCE GOALS ..... 6

VIII FUNDS ..... 7

IX NONCOMPLIANCE ..... 7

X INDEMNIFICATION. See Exhibit B. .... 7

XI TERMINATION ..... 8

XII COMPLIANCE WITH APPLICABLE LAW ..... 8

XIII ACCESS TO RECORDS ..... 8

XIV SURVIVAL ..... 9

XV GOVERNING LAW; JURISDICTION; VENUE ..... 9

XVI WAIVER ..... 9

XVII EXECUTION AND COUNTERPARTS ..... 9

XVIII NOTICE ..... 9

XIX MERGER; INTEGRATION ..... 10

EXHIBIT A COUNTY INTERVENTION PLAN and BUDGET SUMMARY ..... 11

EXHIBIT B INDEMNIFICATION ..... 12

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Deschutes County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY's percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

**I DEFINITIONS**

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY's Intervention Budget Summary is described in Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Corrections Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. County Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY’s approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance of conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to adult on supervision violation of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY’s Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

**II AUTHORITY AND DURATION**

**A. Authority**

This Agreement is entered into pursuant to the provisions of ORS 423.520.

**B. Duration**

This Agreement will become effective on **July 1, 2021** and will remain in effect until **June 30, 2023** or until terminated according to Section XI (*Termination*).

**III PLAN; PLAN MODIFICATIONS**

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation “Plan Modification 1” and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

**IV AMENDMENTS GENERALLY**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

**V DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
  - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
  - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
  - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
  - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
  - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
  - 6. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

7. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
  8. Weekly random drug testing shall occur, however frequency may decrease as Participant progresses. There shall be a consequence for this or any other rule violation, but that consequence shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
  9. Co-ed treatment shall be avoided if possible.
  10. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
  11. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
  2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
  3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for controlling County Corrections Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

**VI DEPARTMENT RESPONSIBILITIES.** The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

**VII PERFORMANCE GOALS**

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).



## VIII FUNDS

- A. Exhibit A identifies the County Corrections Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2022.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. **Unexpended Funds:** Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. **Unauthorized Expenditures:** Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.E, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is \$489,211.00. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

## IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

**X INDEMNIFICATION.** See Exhibit B.

**XI TERMINATION**

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

**XII COMPLIANCE WITH APPLICABLE LAW**

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

**XIII ACCESS TO RECORDS**

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

**XIV SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

**XV GOVERNING LAW; JURISDICTION; VENUE**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**XVI WAIVER**

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

**XVII EXECUTION AND COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

**XVIII NOTICE**

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director  
Community Corrections Division  
Department of Corrections  
2575 Center St. NE  
Salem, OR 97301  
Telephone: 503-945-8876  
Fax: 503-373-7810  
E-Mail: Jeremiah.P.Stromberg@doc.state.or.us

To COUNTY: Deschutes County Adult Parole and Probation  
Ken Hales, Director  
63360 Britta Street, Bldg 2  
Bend, OR 97701  
Telephone: 541-385-3246  
Fax: 541-385-1804  
Email: ken.hales@co.deschutes.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

**XIX MERGER; INTEGRATION**

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, wither verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON  
DEPT. OF CORRECTIONS

DESCHUTES COUNTY

\_\_\_\_\_  
Eric McDowell, Contracts Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title Date

Reviewed by the  
Oregon Attorney General's Office:

/s/ Sam Zeigler (by email dated 5/13/2021)  
Assistant Attorney General

**EXHIBIT A**  
**COUNTY INTERVENTION PLAN and BUDGET SUMMARY**  
**DESCHUTES COUNTY**  
**(To be attached upon signature and return of Agreement by County)**

**Exhibit A**

**1. The population being served; again it would be helpful for you to indicate if these funds are being used solely for your drug court population:**

In the 2021-2023 biennium, the Deschutes County M57 program will serve M57-eligible clients with drug and property offenses. The program does not support drug court clients, unless they are in need of additional housing resources. We anticipate few changes to the program from the prior biennium. M57 will support 1.5 PPO. Services that M57 will support include transitional housing, sober housing, transportation assistances, CBT, treatment, parenting, and other barrier reducing resources. M57 and JRP clients are provided with intensive and specialized services to reduce risk of incarceration and recidivism. All clients receive a criminogenic risk and needs assessment, supervised based on their risk level, and matched with services designed to focus on reducing barriers or addressing predominant criminogenic risk/need areas.

PPOs will provide intensive supervision when necessary and work to use core correctional practices during office visits while also connecting clients with appropriate resources. Recently we utilized M57 funding to bring the University of Cincinnati Corrections Institute to provide Core Correctional Practices training and technical assistance to Parole & Probation Officers (PPOs) and Supervisors. The division is continuing its work to ensure appropriate dosage is applied to this population through treatment, evidence based office visits and sanctions/reinforcements. With COVID 19 we have had to adapt services at various points including virtual/phone services. We currently are moving back to more in person services, but some office visits, many provider groups and our internal CBT services remain virtual.

**2. The treatment programs being used and the intensity and duration that has been designed into your approach:**

The division will contract with or provide an evidence-based program that:

- Has groups that are for medium and high risk only.
- Provides gender specific treatment.
- Uses cognitive based treatment.
- Follows manualized curricula.
- Applies the appropriate treatment services based on ASAM assessment.
- Will cooperate and pass a Correctional Program Checklist (CPC).
- We currently have one contracted provider who has successfully passed a CPC and have three other contracted providers who will be assessed or reassessed.
  - Pfeifer and Associated (Passed a CPC)
  - New Priorities
  - Drishti
  - Turning Point Recovery Services

**3. The types of sanctions that are available and what you see being utilized as well as any existing rewards/reinforcers used to motivate the client to succeed:**

Deschutes County will continue to use a variety of sanctions for this program, which include increased reporting, random UA program placement, electronic monitoring, work crew and jail sanctions. COVID 19 has impacted jail sanctioning practices, but we have made adaptations as necessary depending on jail requirements, including increased emphasis on Behavior Change Plan (BCP) case management. From 2020 to 2021 to date, PPO's more than doubled their BCP intervention, reinforcement, consequences and closure activity (3290 in 2020 and 11740 in 2021). The division is working on a structured decision making tool to support treatment and CBT referrals, supervision (including structured reinforcement and violation response) which would likely be implemented within the next year, aimed at providing consistent, equitable and effective supervision and outcomes.

**4. What collaborations exist between you and your local criminal justice partners or what partnerships have been created since the original implementation of your M57 Supplemental Fund program.**

The division continues to work with the District Attorney's Office, the Sheriff's Office and the Courts in the administration of supervision and treatment for the M57 population. The division works with local profit and non-profit housing programs to secure clean and sober housing options for the M57 population. The division has created and facilitates a community-based workgroup to identify and address racial and ethnic disparities in local criminal justice system outcomes.

**5. Any anticipated changes to your program due to the impact of BM110**

The division continues to see significant drops in the number of individuals on supervision for drug offenses; a trend likely impacted by the passage of BM 110. To ensure the correct case assignment, staff will continue to look for qualifying cases via police reports, treatment assessments, and behaviors in the community to identify those individuals who have a drug addiction and specifically who have associated property crime. Over the course of the next biennium the division will be diligent in its identification of qualifying cases.

### 2021-2023 M57 Supplemental Funds Intervention Program Budget Summary

| <b>Program Expenses</b><br>(please be detailed)  | <b>19-21<br/>M57<br/>Supplemental<br/>Funds Carryover</b> | <b>21-23<br/>M57<br/>Supplemental<br/>Funds</b> | <b>Other State<br/>Funds</b> | <b>County/Local<br/>Funds</b> | <b>Total</b> |
|--|---|---|------------------------------|-------------------------------|--------------|
| <b>A. Supervision Related<br/>Personnel Costs</b><br><br>1.5 FTE Parole & Probation<br>Officer including taxes and<br>benefits     | \$0   | \$420,290.00                                    |                              |                               | \$420,290.00 |
| <b>B. Materials and Services</b><br><br>Deschutes County<br>administrative, fiscal and IT<br>services and Dashboard<br>development | \$0   | \$48,921.00                                     |                              |                               | \$48,921.00  |
| <b>C. Treatment Provider<br/>and/or Contracted<br/>Professional Services</b><br><br>Transitional Housing and Sober<br>Housing      | \$14,698.25   | \$20,000.00                                     |                              |                               | \$34,698.25  |
| <b>D. Sanction Costs (by type)</b>   | \$0.00  | \$0.00  |                              |                               |              |
| <b>E. Capital Outlay and Start-<br/>Up Costs</b>   | \$0.00  | \$0.00  |                              |                               |              |
| <b>Total</b>   | \$14,698.25   | \$489,211.00                                    |                              |                               | \$503,909.25 |

**EXHIBIT B  
INDEMNIFICATION  
DESCHUTES COUNTY**

**Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.



**Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**Subcontractor Insurance Requirements**

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 10, 2021

SUBJECT: Consideration of Contract No. 2021-894, a Collective Bargaining Agreement Between Deschutes County and the American Federation of State, County and Municipal Employees (AFSCME)

RECOMMENDED MOTION:

Move approval of Contract No. 2021-894, a Collective Bargaining Agreement Between Deschutes County and the American Federation of State, County and Municipal Employees (AFSCME) Local 3997, July 1, 2021 - June 30, 2025.

BACKGROUND AND POLICY IMPLICATIONS:

The American Federation of State, County and Municipal Employees (AFSCME) Local 3997 is the labor union representing general employees throughout the County. The current collective bargaining agreement covered the period of July 1, 2017 – June 30, 2021. Below is a summary of the main changes to the contract.

The new collective bargaining agreement is a 4-year contract effective July 1, 2021 - June 30, 2025. The agreement includes the following Cost of Living Adjustments (COLA):

- Year 1: 1.5% COLA
Year 2: 1.5% (min.) - 3.5% (max.)
Year 3: 1% (min.) – 4% (max.)
Year 4: 1% (min.) – 4% (max.)

Years 2 – 4 COLA based is based on CPI, West Region, Size Class B/C cities using average 12-month percent change. The agreement increases longevity amounts \$2.50/month each year of the contract (consistent with other labor contracts).

The new contract also includes notification to the union at certain steps during the employee disciplinary process (Article 6); an increase in pay for employees designated to provide translation/interpretation services from \$10/day to \$20/day (Article 8); an update and clarification on call and call back pay (Article 9); a small adjustment on the effective date for a reclassification (Article 12). The contract includes a Letter of Agreement covering the implementation of a new pay grade for Peer Support Specialists.

The AFSCME bargaining team included Brenda Johnson, Ethan Laing, Caroline Owczarzak, and Abby Levin.

The County's bargaining team included Amy Heverly, Nick Lelack, Jason Bavuso, Holly Harris, Chris Weiler, Lacy Anthony, Whitney Hale, and Erik Kropp.

**BUDGET IMPACTS:**

The fiscal impacts of the new collective bargaining agreement have been included in the FY 21-22 budget.

**ATTENDANCE:**

Deputy County Administrator Erik Kropp



**AGREEMENT**  
**BETWEEN**  
**DESCHUTES COUNTY**  
**AND**  
**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES LOCAL 3997**

**July 1, 2021 – June 30, 2025**

**DC-2021-894**

**Agreement Between Deschutes County and the American Federation of State,  
County and Municipal Employees Local 3997**

**July 1, 2021 – June 30, 2025**

**TABLE OF CONTENTS**

|  | <b><u>PAGE</u></b> |
|--|--------------------|
| PREAMBLE .....   | 2                  |
| ARTICLE 1 - RECOGNITION .....  | 2                  |
| ARTICLE 2 - UNION SECURITY .....   | 2                  |
| ARTICLE 3 - MANAGEMENT RIGHTS .....  | 4                  |
| ARTICLE 4 - NON-DISCRIMINATION .....   | 5                  |
| ARTICLE 5 - PROBATIONARY, TEMPORARY AND SEASONAL EMPLOYEES .....   | 5                  |
| ARTICLE 6 - DISCIPLINE AND DISCHARGE .....   | 6                  |
| ARTICLE 7 - GRIEVANCE PROCEDURE.....   | 6                  |
| ARTICLE 8 - SALARY ADMINISTRATION.....   | 8                  |
| ARTICLE 9 - ON CALL AND CALL BACK TIME .....   | 9                  |
| ARTICLE 10 - HOURS OF WORK.....  | 10                 |
| ARTICLE 11 - OVERTIME AND COMPENSATORY TIME.....   | 11                 |
| ARTICLE 12 - WORKING-OUT-OF-CLASS AND LEAD PAY .....   | 11                 |
| ARTICLE 13 - VACANCIES.....  | 12                 |
| ARTICLE 14 - ASSIGNMENT OF PERSONNEL.....  | 12                 |
| ARTICLE 15 - PERFORMANCE EVALUATIONS.....  | 13                 |
| ARTICLE 16 - LONGEVITY AND LENGTH OF SERVICE .....   | 13                 |
| ARTICLE 17 - HOLIDAYS .....  | 14                 |
| ARTICLE 18 - TIME MANAGEMENT .....   | 15                 |
| ARTICLE 19 - SICK LEAVE .....  | 15                 |
| ARTICLE 20 - LEAVES OF ABSENCE.....  | 16                 |
| ARTICLE 21 - HEALTH AND WELFARE.....   | 18                 |
| ARTICLE 22 - RETIREMENT .....  | 19                 |
| ARTICLE 23 - TRAVEL EXPENSES .....   | 20                 |
| ARTICLE 24 - SAFETY .....  | 20                 |
| ARTICLE 25 - PROFESSIONAL DEVELOPMENT.....   | 20                 |
| ARTICLE 26 - RIGHT TO CONTRACT .....   | 20                 |
| ARTICLE 27 - SEPARABILITY .....  | 21                 |
| ARTICLE 28 - SCOPE OF AGREEMENT .....  | 21                 |
| ARTICLE 29 - TERM OF THE AGREEMENT.....  | 21                 |
| ARTICLE 30 - WAGES .....   | 21                 |
| <br>   |                    |
| APPENDIX "A" -TIME MANAGEMENT PROGRAM .....  | 23                 |
| <br>   |                    |
| APPENDIX "B" -DUTIES AND RESPONSIBILITIES OF THE EMPLOYEE BENEFITS ADVISORY<br>COMMITTEE.....              | 27                 |
| <br>   |                    |
| APPENDIX "C" - <u>CPI Methodology - All Urban Consumers (CPI-U), West Region, Size Class B/C cities...</u> | 29                 |

**PREAMBLE**

This Agreement is made and entered into by and between Deschutes County (hereinafter the County) and the American Federation of State, County and Municipal Employees Council 75, (hereinafter the Union) for the purpose of fixing wages, hours, benefits, and employment relations as defined by ORS 243.650(7) and the Employment Relations Board.

It is also the purpose of this Agreement to promote the mutual interests of the County and its employees, to promote a positive relationship between the Employer and the Union, to establish a diplomatic procedure for the resolution of differences, and to provide for the operation of the County’s business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties will cooperate fully to secure the advancement and achievement of these purposes.

**ARTICLE 1 – RECOGNITION**

**Section 1**

The County recognizes the Union as the sole and exclusive bargaining agent for all employees of Deschutes County, excluding supervisory and confidential employees, temporary employees, employees who work less than half-time and employees included in other bargaining units. For the purposes of the Collective Bargaining Agreement between the parties, County employees of the OSU Extension Service shall be considered employees of Deschutes County and all terms and conditions of this Agreement shall apply.

**Section 2**

If the County establishes a new classification included in the bargaining unit or reclassifies an existing bargaining unit position, the County shall notify the Union in writing in a timely manner.

**ARTICLE 2 – UNION SECURITY**

**Section 1**

The Union shall notify the County in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and notice, the representative shall have reasonable access to the premises of the County during all working hours to conduct Union business. These representatives shall observe any security regulations of the County. Such visits shall not interfere with the normal flow of work.

**Section 2**

Unless otherwise provided in the Agreement, the internal business of the Union shall be conducted by the employees during non-duty time, and to the extent practicable in break rooms, lunch rooms and non-duty areas.

**Section 3**

- A. The Union shall notify the County of the selection of the Officers, Stewards and their alternates.
- B. The Union may appoint a Steward or Stewards. Activities by a Union Steward shall not interfere with his/her normal duties or the performance of the normal duties of other employees. The Steward shall be a regular full- or part-time employee, who shall in addition to his/her regular assigned work, perform the duties set forth herein, as long as such duties may be accomplished without the disruption or interference with the work of others.

- C. The Steward shall bring attention to the County and the Union of any alleged infraction of the terms and conditions of the Agreement.
- D. The Steward shall make a good faith effort to resolve individual employee grievances as they may arise by working in cooperation with the employee and his/her supervisor and program manager.
- E. A Steward or Union Officer who represents a grievant at a meeting called by management to discuss a grievance pursuant to Article 7, or at a pre-disciplinary hearing pursuant to Article 6, shall be permitted to be present without loss of pay, following reasonable notice to his/her supervisor and Department Head. One (1) representational Steward or Union Officer shall be permitted to be present without loss of pay. To help minimize departmental impact, a Steward or Union Officer working in the department where the grievant or subject of discipline is employed shall be utilized. If there is no Steward or Union Officer in the department, a Steward from a different department may be utilized, if the express written permission of the Department Head of such other department is granted. Such permission may be withheld by the Department Head in the Department Head's sole discretion. The participation of a Steward or Union Officer in a grievance or disciplinary proceeding shall not relieve the Steward or Union Officer of responsibility for meeting all performance standards and requirements relevant to their position.
- F. The County shall allow the Union a reasonable amount of paid time for appointed bargaining team members to bargain a successor contract to this Agreement.

#### Section 4

The County agrees to provide bulletin board space for each work site where Union members regularly perform work for the County to be used exclusively by the Union for the posting of official Union notices. The Union agrees that it will not post material that is profane, obscene or defamatory of the County.

#### Section 5

The County agrees to deduct monthly membership dues from the pay of those individuals who request deductions in writing to the Union. The amount to be deducted shall be certified to the County by the treasurer of the Union, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the treasurer of the Union.

#### Section 6

The County shall furnish to the Union, monthly, a list of the names, classifications, departments and home addresses of new employees in the bargaining unit. The County shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

#### Section 7

Upon request and approval the Union shall be allowed the use of meeting rooms of the County for meetings when such meeting rooms are available and the meeting would not interfere with the business of the County.

#### Section 8

The Union shall have the right to meet with new employees for 30 minutes during the County's New Employee Orientation. If an employee chooses to attend this meeting with the Union, the time spent at the meeting is paid County time.



## ARTICLE 3 – MANAGEMENT RIGHTS

### Section 1

The County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to its responsibility to manage the affairs of the County and its departments. The County shall have no obligation to bargain with AFSCME with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto. The express provisions of this Agreement constitute the only limitations on the rights of the County to manage the business and affairs of the County. The rights of employees are limited to those specifically limited by the terms of this Agreement. Any subjects covered by the terms of this Agreement and any subject which was or might have been raised in the course of collective bargaining are closed to further bargaining for the term hereof, except as provided in ORS 243.698.

### Section 2

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 by the County and its employees to the citizens of the County and State of Oregon.
- B. To direct and supervise all operations, functions and policies of the County in which employees are employed.
- C. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, branches, operations or facilities.
- D. To determine the need for a reduction or an increase in the work force.
- E. To determine the method and manner under which a reduction in work force will be performed, consistent with specific provisions of this Agreement.
- F. To implement new, and to revise or discard, wholly or in part, old methods and procedures.
- G. To assign and distribute work.
- H. To assign shifts, workdays, hours of work and work locations, consistent with specific terms of this Agreement.
- I. To designate and to assign all work duties.
- J. To introduce new duties and to revise job descriptions and duties, consistent with specific terms of this Agreement.
- K. To determine the need for new employees, transfers and promotions.
- L. To determine the qualifications for employees, as well as for transfers and promotions.
- M. To discipline, suspend, demote or discharge an employee as defined in Article 6 of this Agreement.
- N. To establish, revise and implement standards for hiring, classification and promotion.

- O. To provide as the County determines necessary, and in its sole discretion any furnishings, fixtures and equipment to be used and any matters concerning limitations or conditions for their use.
- P. To maintain order and efficiency in its work sites, facilities and operations.
- Q. To make such reasonable rules and regulations, not in conflict with this Agreement, as the County may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of County facilities, and after advance notice thereof to AFSCME and employees, and to require compliance therewith by employees.

Section 3

Any of the rights, powers, authority and function of the County had prior to the negotiation of this Agreement are retained by the County and the expressed provisions of this Agreement constitute the only limitations on the rights of the County to manage the business of the County. Should the County not exercise the rights, powers, authority and functions reserved to them, or should they exercise them in a particular way, such conduct shall not be deemed a waiver of said rights, powers, authority and functions by the County, nor shall such conduct be deemed or considered a waiver of their right to exercise them in some other way not in conflict with a specific provision of this Agreement. Any agreement between the County and the Union that is not reduced to writing and signed by both parties shall be deemed to have not existed.

**ARTICLE 4 – NON-DISCRIMINATION**

Section 1

Deschutes County and the Union agree not to discriminate against any employee because of race, color, sex, gender identity, age, national origin, marital status, religion, political affiliation, physical or mental disability, Union membership or non-membership or any other classification protected by Oregon or Federal law.

Section 2

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

**ARTICLE 5 – PROBATIONARY, TEMPORARY AND SEASONAL EMPLOYEES**

Section 1

Every new employee shall serve a probationary period of twelve (12) months unless extended by mutual written agreement.

Section 2

Employees who are promoted or moved to a different job classification within his/her department or to a different department, or transferred to a different department within the same classification shall be required to serve a 12 month probationary period unless modified by mutual written agreement.

Section 3

Each employee shall be evaluated during his/her probationary period, with one at six (6) months, and one at twelve (12) months, unless modified by mutual agreement between the employee and his/her Department Head. If an employee’s performance is not satisfactory, he/she shall be given notice of the areas of his/her deficiencies. An employee shall advance to the next step of his/her pay grade upon satisfactory completion of his/her probationary period and has received an overall “effective, meets standards” or better performance evaluation. (Please see Article 8, Section 3(B) for timelines).

Section 4

Any employee who is terminated during his/her probationary period shall be given written notice of their termination.

Section 5

Disciplinary action for probationary employees, including termination of employment, is not subject to the grievance procedure.

Section 6

Temporary employee has the meaning provided in Deschutes County HR-Personnel Rules Section 2.010.

Seasonal employee means an employee used for the purpose of meeting short-term work load needs of the County. Seasonal employment shall not normally exceed 1,036 hours per fiscal year.

**ARTICLE 6 – DISCIPLINE AND DISCHARGE**

Section 1

The principles of progressive discipline shall be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without just cause.

Section 2

Discipline shall consist of one of the following:

- 1. Oral warning
- 2. Written reprimand
- 3. Suspension without pay
- 4. Demotion
- 5. Discharge

Section 3

Disciplinary action shall be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees and the public.

Section 4

A union representative shall be allowed to be present, at the employee’s request, at any meeting between the employee and the supervisor (or investigator), in which the employee reasonably believes that discipline may result from the meeting and/or investigation.

Section 5

When the County intends to take disciplinary action involving suspension without pay, demotion or discharge, the County shall notify the employee and the Union President and Council Representative in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action.

Section 6

When the County imposes disciplinary action involving suspension without pay, demotion, or discharge, the County shall provide the Union President and Council Representative a copy of the notice of imposed discipline.

**ARTICLE 7 – GRIEVANCE PROCEDURE**

**Section 1**

The County will promptly consider and respond to employee grievances. The County and the Union prefer to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise.

- A. A grievance is defined as an allegation that a specific provision of this Agreement has been violated and results in harm to an employee.
- B. A day is defined as a calendar day.
- C. An employee, at his or her discretion may elect to be represented by the Union at any step of the grievance procedure.
- D. Oral warnings are not subject to the grievance procedure.
- E. Performance evaluations can only be grieved through Step II of the grievance procedure.
- F. Written reprimands can only be grieved through Step III of the grievance procedure.
- G. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any employee claiming a breach of any specific provision of this Agreement (“grievant”) shall refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence of the alleged breach. The grievance shall, at minimum, contain the following:

- Specific Article(s) and Section(s) of the Agreement alleged to have been violated.
- Alleged harm to the grievant.
- An explanation of the facts and issues related to the grievance.
- The specified remedy requested.
- The signature of the grievant or grievants.

The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fifteen (15) days after the grievance is received by the supervisor.

Step II. If the grievance is not fully settled at Step I, it shall be reduced to writing, dated, signed by the grievant or grievants, and be presented by the grievant or grievants or Union representative to the Department Head within fifteen (15) calendar days after the supervisor’s response is given, not including the date of the response. The Department Head shall respond in writing to the grievance within fifteen (15) calendar days of the date of the presentation of the written grievance, not including the date of presentation. The Step II grievance shall be consistent with the Step I grievance unless the grievant(s) can demonstrate that new information or evidence pertinent to the grievance was not available or discoverable at Step I.

Step III. If the grievance is not settled at Step II, the written grievance shall be presented by the grievant or grievants, along with all pertinent correspondence, records and information, to the County Administrator within fifteen (15) calendar days after the Department Head’s

response is given, not including the date of the response. The County Administrator may meet with the grievant, grievants or Union Representative, the immediate supervisor, and the Department Head. The County Administrator shall respond to the grievance in writing within fifteen (15) calendar days after the date of presentation of the written grievance, not including the date of presentation. The Step III grievance shall be consistent with the Step I grievance unless the grievant(s) can demonstrate that new information or evidence pertinent to the grievance was not available or discoverable at previous steps.

Step IV. If the grievance of a suspension without pay, demotion, discharge, or loss of a property right is not settled at Step III, the grievance shall be submitted in writing to the Board of County Commissioners within fifteen (15) calendar days after the County Administrator’s response is given, not including the date of the response. If the grievance relates to the suspension without pay, demotion, discharge, or loss of property right of an employee, the Board will hold a hearing if requested by the Union before issuing a response. If a hearing is not requested by the Union, the Board, at the Board’s discretion, may hold a hearing before issuing a response. If an employee has been suspended without pay, demoted, discharged, or suffered a property right loss, a representative from AFSCME shall be allowed to take part in the hearing before the Board, and allowed to make comments and recommendations to the Board. The decision of the Board shall be final and binding. However, either the Board or the Union may request advisory (non-binding) arbitration prior to the Board hearing. The Step IV grievance shall be consistent with the Step I grievance unless the grievant(s) can demonstrate that new information or evidence pertinent to the grievance was not available or discoverable at previous steps.

Section 2

If the grievance procedures established by this Section are not signed by the grievant or grievants and initiated within the required time limits, the grievance shall be considered not to have existed.

Section 3

If the County fails to respond to any grievance within the time limit prescribed for such response, the grievance shall automatically advance to the next step.

Section 4

The time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties involved. Mutual consent should be indicated in writing, and signed by all parties involved.

Section 5

No employee can be disciplined or discriminated against in any way because of the employee’s use of the grievance procedure.

**ARTICLE 8 – SALARY ADMINISTRATION**

Section 1

Pay for employees in the bargaining unit shall be in accordance with the Deschutes County Position and Grade Step Listing.

Section 2

- A. Deschutes County has historically defined its pay period as the first day of the month through the last day of the same month, with payment for that period made on the last business day of the month. As a result, there is no lag time to process payroll and employees are required to project future hours for time-keeping purposes.
- B. In order to build in a lag time to process payroll and to reduce the need for employees to project their future hours, Deschutes County shall have discretion to change the pay period. By way of example only, one option is for the pay period to run from the twenty-second day of the month through the twenty-first day of the following month, with payment for that period to be made on the last work day of the month (9-10 days after expiration of the pay period). If the last day of the month falls on a holiday or a weekend, payday for that pay period will be the last work day preceding the holiday or weekend.
- C. Deschutes County will provide employees with at least 90-days' notice before changing the pay period or changing pay to actual hours worked. County will also develop a transition plan to assist employees with transitioning to a new pay period. The transition plan will include, at a minimum: providing budgeting classes to employees and allowing employees to sell back additional TML as necessary to make up for a shortened pay period during the transition.

Section 3

- A. Employees shall be eligible for annual merit increases on their eligibility date provided that the employee is not at the top step of the salary range of his/her classification.
- B. Every employee shall receive a performance evaluation at least annually by the employee's eligibility date. The eligibility date is based on hire date as follows: If hired on the first of the month through the 15<sup>th</sup> of the month – the performance evaluation will be completed within the month of hire and will be retroactive to the 1<sup>st</sup> of the month. If hired on the 16<sup>th</sup> of the month through the end of the month – the performance evaluation will be completed by the end of the following month and will be effective retroactive to the first of the month. Annual merit increases shall not be withheld unless an employee's overall performance as stated on the evaluation form is "unsatisfactory". If the employee's performance evaluation appraisal is not completed by his/her eligibility date, he/she will receive his/her merit step increase.

Section 4

Full-time employees who have worked continuously for the County shall receive additional pay per month for each five years of continuous service as outlined below. Longevity pay will be pro-rated for part-time employees based on their percentage of full-time employment.

For Fiscal Year 21-22, additional pay associated with length of service as described in this Section will be \$87.50 per month for each five years of continuous service effective the first day of the month following signature by AFSCME and the Board of County Commissioners. For the period of July 1, 2021 to the first of the month following signature by AFSCME and the Board of County Commissioners, employees eligible to receive Longevity Pay effective July 1, 2021 will receive a one-time lump sum payment equivalent to the differential between additional pay received during those months and the rate agreed to for the period of December 1, 2021 – June 30, 2022. This one-time lump sum payment shall not impact the employee's FLSA/OT rate for the specified time period and only applies to employees represented by AFSCME on the date the collective bargaining agreement is approved by the Board of County Commissioners.

|                |    |              |
|----------------|----|--------------|
| <u>\$90.00</u> | FY | <u>22/23</u> |
| <u>\$92.50</u> | FY | <u>23/24</u> |

\$95.00      FY    24/25

**Section 5**

The County, at the County’s sole discretion, may designate specific employees who are fluent in English and another language (including, without limitation, sign language) to be translators/interpreters and to provide services in a language other than English – additional compensation shall be granted to designated employees for translation services as follows:

1. Regular FTE, Level I: \$150 per month
2. Regular FTE, Level II: \$250 per month
3. Regular ½ to ¾ time, Level I: \$75 per month
4. Regular ½ to ¾ time, Level II: \$125 per month
5. Undesignated employees who have the ability to communicate in a language other than English and who are directed by a supervisor to serve as a translator/interpreter shall receive additional compensation in the amount of twenty dollars (\$20) per day on any day they are utilized for translation services.

Such persons shall be proficient in the needed second language. It shall be at the sole discretion of the County to select persons for bilingual compensation and to decrease or eliminate the compensation should the County determine the need for translation no longer exists. Nothing in this Agreement shall preclude the County from using persons other than those designated for second language communication.

The County retains the right and total discretion to choose the positions to which the additional compensation is granted, and to determine such test or other certification process that must be successfully completed for an employee to qualify as bilingual for purposes of this Section.

**Section 6**

Shift differential pay of \$1.00 per hour shall be paid to employees who work a full night shift (currently scheduled as midnight to 8:00 a.m.). Shift differential pay is for eight (8) hours only. If eligible, the employee will receive overtime pay based on regular rate of pay.

Employees working in Juvenile Community Justice will be eligible for shift differential pay for any hours worked in a night shift as determined by department scheduling. Department scheduling and night shift hours may be changed at management’s sole discretion; changes and impact on night scheduling will be communicated to employees prior to implementation.

Employees working in Health Services and assigned to work in the Stabilization Center will be eligible for shift differential pay for any hours worked in a night shift as determined by department scheduling, at management’s sole discretion. Department scheduling and night shift hours may be changed at management’s sole discretion; changes and impact on night scheduling will be communicated to employees prior to implementation. As used in this paragraph, the term “night shift” has its own meaning as determined by Health Services management in its discretion, and is separate and distinct from the Juvenile Community Justice “night shift,” which is used elsewhere in Section 6.

**ARTICLE 9 – ON CALL AND CALL BACK TIME**

**Standby Pay:** Is defined for the purpose of this Agreement as time an employee must be able to be contacted by telephone, cellular phone, or pager. The employee must be able to respond within a time frame determined by the Department Head. Compensation to employees will be two (2) hours per day at their current hourly rate.

**Work from Home:** Any work performed by telephone, or by telecommunications, from home as a result of a standby call will be paid in accordance with the FLSA. If a member conducts work from home pursuant to this section while being designated for Standby Pay, compensation for work conducted at home will be paid in addition to Standby Pay as described. Members working in positions classified as Exempt under the FLSA are not eligible to receive additional compensation for performing work from home as outlined in this section.

**Call Back:** Is defined for the purpose of this Agreement as that time an employee spends beyond their normal work schedule as a result of being called back into the work place due to an emergency and/or special circumstances. If a member is called back to conduct work pursuant to this section during a period in which they are designated for Standby Pay, compensation for work conducted will be paid in addition to Standby Pay as described. Members working in positions classified as Exempt under the FLSA are not eligible to receive additional compensation for performing call back work as outlined in this section.

When called back, employees will receive compensation in accordance with the FLSA. In no case will a Non-Exempt employee receive less than two (2) hours compensation for being called back to work.

**ARTICLE 10 – HOURS OF WORK**

**Section 1**

The workweek is defined as seven (7) days within a calendar week. The standard work week for Deschutes County is Sunday through Saturday. The County may establish an alternate work week to address flexible work schedules as referenced in Section 2(C). An alternate work week must be established in writing and submitted to the County Administrator for approval.

**Section 2**

- A. A regular work schedule is a work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off.
- B. An alternate work schedule is a work schedule with the same starting and stopping times on four (4) consecutive ten (10) hour shifts, and three (3) consecutive days off.
- C. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, and may vary the number of days worked on a weekly basis, but not necessarily each week, but which in no way conflicts with the Fair Labor Standards Act.
- D. Work schedules shall be determined by the Department Head, subject to approval by the County Administrator.

**Section 3**

Established regular work schedules will not be changed with less than ten (10) working days advance notice, unless the operating needs of the County require it or an employee voluntarily agrees to the change and an earlier implementation date.

**Section 4**

Each employee shall be granted an uninterrupted rest break of fifteen (15) minutes for each one-half (1/2) shift. The rest breaks shall be scheduled as near the midpoint of each one-half (1/2) shift as possible.

**Section 5**

All full time employees shall be permitted a non-duty meal period during their work shifts. Non-duty meal periods shall be no less than thirty (30) minutes and shall be scheduled in the middle of the work shift as



possible. In the event that business needs require an employee to remain on-duty during a meal period, this meal period will be paid in accordance with applicable state and federal regulatory requirements.

Section 6

Nothing in this Article shall be construed as a guarantee of hours.

**ARTICLE 11 – OVERTIME AND COMPENSATORY TIME**

Section 1

All non-exempt employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of 40 hours during the regularly scheduled workweek. Hours worked shall include paid holidays, vacation, and compensatory hours which are authorized and scheduled in advance in accordance with Departmental business needs. Sick leave hours will not count as hours worked in overtime calculation. The specific application of this section shall be governed by Deschutes County Policy No. HR-04 Overtime Compensation and Compensatory Time. The County shall not modify the version of Policy No. HR-04 in place when this contract takes effect without first providing the Union with at least 14 days prior written notice and an opportunity to bargain the modification. Upon timely demand the County and the Union shall bargain the modification. Failure by the Union to demand to bargain within such 14 days shall be deemed a waiver of the opportunity to bargain the modification.

Section 2

By mutual agreement, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1 ½) hours for each overtime hour worked in accordance with Section 1. Compensatory time accrual shall not exceed 80 hours.

Section 3

Overtime shall be approved in advance by an employee’s supervisor. Exceptions for documented emergencies will be made.

Section 4

Subject to operational needs, the County shall attempt to offer overtime opportunities as equally as possible among qualified employees in the department where overtime work is needed.

Section 5

When possible and within budget constraints, the Department Head will honor the non-exempt employee’s request regarding the method of compensation, either compensatory time off, or overtime pay.

**ARTICLE 12 – WORKING-OUT-OF-CLASS AND LEAD PAY**

Section 1

The County agrees to compensate an employee assigned in writing to temporarily assume the major distinguishing duties of a position in a higher classification, where such an assignment is for ten (10) consecutive work days or more at a compensation rate of 5%, 7.5%, or 10% differential, or at any step of the higher salary range which provides at least a 5% pay increase to be determined by the Department Head based upon the assigned duties and approved in advance by the County Administrator. The additional compensation shall be retroactive to the first day of the assignment.

Section 2

When an employee is directed and authorized in writing by the Department Head/supervisor to perform lead work functions defined as follows:

A lead worker is an employee delegated limited lead and/or coordination of duties by his/her Department Head. Limited duties include distribution of work assignments, maintaining a balanced workload among a group of employees, reviewing completed work and maintenance of records of work.

He or she will receive a 2.5%, 5%, 7.5%, or 10% differential, to be determined by the Department Head for all hours worked while performing those duties. Lead pay must be approved in advance by the County Administrator.

Section 3

If an employee believes that he/she is working significantly outside his/her classification, he/she may request that his/her job be reviewed for a reclassification. Requests for reclassification review must be made through the employee’s Department Head. In the event a reclassification is approved by the County Administrator (per Deschutes County HR-Personnel Rules 1.040, Section C), it will be retroactive to the 1<sup>st</sup> of the month following the day the employee submitted a completed Job Description Questionnaire (available through HR) to their supervisor initiating the request.

**ARTICLE 13 – VACANCIES**

Section 1

Normally, all job vacancies that the County intends to fill shall be posted in the Human Resources Department and over the County Intranet for a minimum of seven (7) calendar days. In the event of an unanticipated business need, vacancies may be posted for fewer than seven (7) calendar days. Whenever possible, job announcements for such vacancies shall be sent to each department for posting for no less than ten (10) days.

Section 2

The decision to hire, transfer, assign and promote employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work performance record. In recognition of seniority, the senior employee shall have preference if all the foregoing factors are equal in the sole judgment of the County.

Section 3

Department employees who apply for a position opening within their department shall be entitled to an interview provided they meet the minimum job qualifications as determined by the Department Head, and have an overall rating of at least “Effective – Meets Standards” on the employee’s most recent performance evaluation.

Section 4

County employees who apply for a position and do not receive it, shall be given the reason for their non-selection should the employee request a reason.

**ARTICLE 14 – ASSIGNMENT OF PERSONNEL**

Section 1

The decision to hire, transfer, assign, promote and layoff employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record. In recognition of length of service, the senior employee shall have preference if all the foregoing factors are equal in the sole judgment of

the County. The County shall make every effort to transfer laid off employees into any vacant position for which they are qualified. Employees shall be notified of layoff at least thirty days in advance of lay off.

Section 2

Employees shall be eligible for recall for a period of eighteen (18) months. Employees shall be notified of recall in writing, and shall have ten (10) calendar days in which to respond. The County will make every effort to place laid off employees in any other position for which they are qualified.

Section 3

Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit. Any such employee subsequently returned into a bargaining unit position, in the same department, shall be entitled to have their frozen seniority restored, which was earned in the bargaining unit.

Section 4

There are times when an employee transfers to a different position in another department, but remains in the same classification. In these cases, efforts will be made to transfer the employee as soon as possible, while taking into account the operational needs of both departments. The transfer timelines will be agreed upon by supervisors of both affected departments. If the supervisors cannot agree on a timeline, it will be elevated to the department heads of the affected departments to finalize.

**ARTICLE 15 – PERFORMANCE EVALUATIONS**

Section 1

Each employee shall receive a performance evaluation prepared by his/her immediate supervisor or Department Head at least annually according to the time lines in Article 8, Section 3(B) of this Agreement. The rater shall discuss the performance evaluation with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance evaluation. The employee shall sign the performance evaluation and that signature shall only indicate that the employee has read the performance evaluation. A copy of the performance evaluation shall be provided to the employee at the time of the evaluation.

Section 2

Classification/Job Description specifications shall be provided to the employee upon hiring and be made available to the employee for review. If classification/job descriptions are changed employees will be made aware of the change and the revised description will be made available to the employee for review.

**ARTICLE 16 – LONGEVITY AND LENGTH OF SERVICE**

Section 1

Length of service is determined by the length of an employee’s continuous full-time or part-time service with a County Department.

Section 2

Longevity is determined by an employee’s continuous full-time or part time service as a County employee.

Section 3

For employees working less than full time, longevity pay shall be pro-rated by the number of hours for which the employee was hired to work.

Section 4

Accrued length of service and/or longevity shall terminate in the event of the following:

1. Voluntary termination for greater than three (3) months except under special circumstances to be determined by the County.
2. Discharge for cause.
3. A lay-off period of more than eighteen (18) months.
4. Failure to report to work at the termination of a leave of absence.
5. Acceptance of employment without permission while on leave of absence.
6. Retirement.

Section 5

Time off during layoff period shall not count toward length of service or longevity accrual.

**ARTICLE 17 – HOLIDAYS**

Section 1

The following shall be recognized as paid holidays:

- |                          |                          |
|--------------------------|--------------------------|
| New Year’s Day           | Labor Day                |
| President’s Day          | Veteran’s Day            |
| Martin Luther King’s Day | Thanksgiving Day         |
| Memorial Day             | Christmas Day            |
| Independence Day         | One (1) Floating Holiday |

Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be a holiday. If an employee works on the actual holiday that falls on a Saturday or Sunday, that day would be the employee’s holiday and they will be paid in accordance with Article 17, Section 3 for that day only. In no event shall an employee receive holiday pay for both the observed and actual holiday. Holidays that occur during paid vacation or sick leave shall not be charged against vacation or sick leave. In order to qualify for holiday pay, employees must work their entire, normal workdays before and after the holiday or be on authorized leave of absence with pay.

Section 2

Full time employees shall be compensated at the straight time rate of eight (8), hours for each recognized holiday. Employees working an alternative schedule of 9 or 10 hours have the choice to: a) revert to a 5/8 schedule during the week in which the holiday occurs, or; b) use accrued time management leave, comp time, or other accrued paid time off to equal 40 hours for the week. The choice of reverting to a 5/8 schedule or using accrued leave shall be approved in advance by the supervisor or Department Head.

All part time employees (half time or more) shall be compensated at the straight time rate on a prorated basis (based on an 8-hour work day) for each recognized holiday.

Section 3

Work performed by non-exempt employees on holidays which fall within the regular work schedule shall be considered as overtime work, and the employees who work on such holidays will be granted time off or compensation pay on the basis of time-and-one-half for the hours worked in addition to their regular holiday pay.

Section 4

Full and part time employees who have recognized holidays falling on their days off will be credited with straight time off for these holidays in a “holiday leave bank”, or have the holiday paid as additional hours if mutually agreed on between the employee and Department Head. Holiday leave bank accounts shall not exceed 60 hours.

Section 5

The floating holidays can be used any time during the calendar year by mutual consent between the employee and the supervisor or Department Head. New employees shall be employed six (6) months before they are eligible for the floating holiday. Floating holidays cannot be carried over from year to year. Employees will not receive pay at the time of termination of employment for any unused floating holiday.

**ARTICLE 18 – TIME MANAGEMENT**

The specific application of this section will be governed by the Time Management Program. (Appendix A of this Agreement).

Section 1

Regular full-time and regular part-time employees can use their accrued leave as soon as it is accrued after receiving authorization from their Department Head. Leave accrual for regular part-time personnel is computed on a pro-rated basis based on authorized FTE. Time Management Leave offered to full and part-time regular employees as articulated in this article and Appendix A – Time Management AFSCME represent substantially equivalent paid sick time benefits in compliance with the Oregon Paid Sick Time Law (“OPST”) as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-18 - Oregon Paid Sick Time.

Section 2

Leave accrues while an employee is on leave with pay, but not while on leave without pay. No employee can be granted leave without pay until after all forms of accrued leave have been exhausted.

Section 3

When an employee is transferred or appointed to another department, all of his/her leave will be assumed by the new department.

Section 4

An employee who terminates his/her employment is entitled to cash compensation in lieu of leave. In case of death, compensation for accrued leave will be paid in accordance with state law.

Section 5

Department Heads shall establish staffing schedules to provide for requested leave for employees, and employees are to take leave at the time scheduled. A record of time taken shall be kept on file in the department. Such schedules may be amended to meet work emergencies. In establishing regular schedules, Department Heads shall give due consideration to the desires of individual employees while weighing the work requirements of the department. Whenever possible, longevity shall prevail where there is a conflict between two or more employees wanting the same time off for vacation purposes.

Section 6

At least once each year, all regular employees must be allowed to take five (5) days consecutively if accrued.

**ARTICLE 19 – SICK LEAVE**

Section 1

When an employee is physically unable to perform duties because of illness or injury, the employee shall notify his/her immediate supervisor as soon as possible prior to the beginning of his/her shift. At the request of the immediate supervisor or other superior, the employee will obtain certification from an attending physician, documenting the nature and period of illness.

Section 2

This Section applies only to those employees who have time in the sick leave bank. Sick leave bank may be used only after the employee has been absent for an equivalent of at least three full days within the prior 30-day period for qualifying sick leave. Sick leave bank hours shall be used only for the following:

1. Illness or injury.
2. Medical or dental care.
3. Exposure to contagious disease under circumstances by which the health of fellow employees or the public would be endangered.
4. FMLA/OFLA qualifying leave in accordance with State and Federal Family Medical Leave laws.
5. Death of a family member as defined by FMLA/OFLA. Up to five working days in succession per occurrence may be used for these purposes with no mandatory use of time management leave first if the employee has a sick-bank account. Either time management or sick-bank leave must be used. An additional three more days maximum of sick bank or time management may be utilized upon the County Administrator’s (HR-Personnel Rules 1.040, Section C) approval with Department Head recommendation.

Section 3

Time Management Leave offered to full and part-time regular employees as articulated in Article 18 – Time Management and Appendix A – Time Management AFSCME represent substantially equivalent paid sick time benefits in compliance with the Oregon Paid Sick Time Law (OPST) as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-18 - Oregon Paid Sick Time.

Section 4

Upon written application for an employee, leave without pay may be granted by the Department Head subject to final authorization by the County Administrator (per HR-Personnel Rules Section 10.030) for a reasonable period of disability after earned leave and FMLA/OFLA leave have been exhausted. In no instance shall such leave without pay exceed six months.

Section 5

The County will allow sick bank rollover in accordance with the rules established by PERS.

**ARTICLE 20 – LEAVES OF ABSENCE**

Section 1

Full-time and part-time employees shall be granted leave with full pay, computed on the basis of their normal number of working hours per day, at the employee’s regular straight-time hourly rate, any time they are required by summons or subpoenas to report for jury duty or jury service. An eligible employee shall endorse any fee, excluding mileage, to the County as a condition to receipt of jury pay.

Section 2

Leave credit shall continue to accrue to those employees who are on leave with pay. For the accumulation of leave credit and the granting of leave, computation shall be made in hourly or partial hour units. Deductions shall not be made from leave accumulations for regularly assigned days off, or County holidays occurring during a period of leave with pay if the employee returns to work on the first day thereafter or has been granted additional leave.

Section 3

Employees shall be entitled to family medical and parental leave in accordance with Federal and Oregon law.

Section 4

An employee who has served with the County for at least six months and who is a member of the National Guard or the reserve of any branch of the U.S. Military is entitled to military leave not to exceed fifteen (15) work days per Federal fiscal year. Such leave will be granted without loss of time, pay or other leave and without impairment of merit rating or other rights or benefits. Military leave with pay may be granted to personnel with bona fide military orders and shall not be paid if the employee does not return to his/her position immediately following the end of the approved duty period. Department Heads are required to report employees on leave on the payroll time and leave worksheets. Copies of military orders shall be placed in the employee's personnel file. Military leave without pay will be granted to employees for performance of military service, pursuant to bona fide military orders, in accordance with the provisions of Oregon State law and the provisions of the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended. Employees may, but are not required to, use accrued and unused time management leave for any period of military service which is unpaid by the County.

Section 5

After completing one year of continuous service, a regular full-time employee, upon written request may be granted a leave of absence without pay by the County Administrator (with departmental approval) for the purpose of upgrading his/her professional ability through enrollment in educational courses at an accredited school. The period of such leave of absence may not exceed one year, but may be renewed or extended upon request of the employee and approved by the County Administrator. After the expiration of such educational leave of absence, the employee shall normally be returned to his/her same job classification and same salary step.

Section 6

Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature required or approved by the employee's Department Head. Subject to the supervisor's discretion and with prior supervisory approval, and so long as doing so does not negatively impact the quality, timing, or amount of work expected of the employee, schedules or customary work hours of exempt employees may be adjusted to attend work related training or educational courses or events.

Section 7

Leave with pay shall be granted for actual work time missed for an appearance on the County's behalf, connected with his/her official duties before a court, legislative committee, judicial or quasi-judicial body as a witness if required by the County. Employees shall return to the County any compensation, excluding mileage, received as a result of such duty.

Section 8

Special leave is a provision created to accommodate natural disasters and life threatening situations. If there is a building emergency, a bomb threat or a natural disaster, special leave may be granted to County employees by Board decree. Such leave does not affect an employee’s earned leave.

Section 9

An employee’s Department Head may grant a leave of absence without pay not to exceed thirty calendar days. Leave of absence without pay for periods in excess of thirty days must be approved by the County Administrator.

Section 10

Leaves of absences without pay may not be granted until all accrued leave has been exhausted.

**ARTICLE 21 – HEALTH AND WELFARE**

Section 1

Health Insurance is to include the following:

- Medical Insurance
- Vision Insurance
- Dental Insurance
- Prescription Drug Insurance
- Orthodontic Insurance

Section 2

Other insurance is to include the following:

- Employee life insurance
- Dependent life insurance
- Long-term disability insurance
- Unemployment insurance
- Retirement health insurance

Section 3

In addition to health insurance and other insurance, the County will make available to AFSCME represented employees a qualified IRS 125 plan.

Section 4

The County will provide insurance benefits at the same level and under the same conditions as a regular full-time employee, to retired County employees collecting PERS who have worked for the County for thirty (30) years or more on a full-time basis. This benefit will be provided until the employee reaches the age of sixty-five (65), or until eligible for Medicare.

Employees who retire from the County with more than fifteen (15) years and less than thirty (30) years of full-time service are eligible to receive a County contribution towards their monthly insurance premiums until age sixty-five (65) or until eligible for Medicare, in accordance with a schedule recommended by the EBAC and approved by the Board of County Commissioners. The schedule of retiree premiums and County contributions shall be posted on the Human Resources Department Intranet site.

Section 5

Full-time and part-time (half-time or more) employees will be eligible for benefits in accordance with this contract. Regular, part-time employees (half-time or more) will be required to pay pro-rated premium



contributions based on their percentage of hours worked if they elect the Standard plan. If a part-time employee elects the High-Deductible plan, then the premium contribution will be the same as a full-time employee on the Standard plan.

Section 6

Workers' Compensation will be paid at the rate mandated by Oregon State Law. Time loss payments begin three (3) calendar days after the employee leaves work or loses wages as a result of a compensable injury.

In case of extreme emergency, the County Administrator may authorize the use of the employee's accrued leave, which shall be the difference between the employee's regular net monthly salary and the amount of Workers' Compensation payment. When an employee receives approval under this section, pro-rated charges will be made against the employee's accrued leave. In no case shall the combined payment exceed the employee's net regular monthly salary rate. In no case will supplemental payments be allowed after an employee becomes eligible for long-term disability benefits. Accrued leave shall not include leave acquired by leave donation.

"Extreme emergency" is defined as:

- Inability to return to work in any capacity for at least four working weeks.
- Demonstrated increase in basic living expenses as a direct result of the injury.
- Extreme hardship, determined by the County Administrator.

Section 7

The Employee Benefits Advisory Committee including four (4) AFSCME representatives (see Appendix B) shall meet at least eight (8) times per year for the purpose of reviewing program performance and advising the Board of Commissioners on desired changes in Insurance Benefits. The committee shall meet and review any proposed changes to the Insurance Benefits Plan before a change is made.

Health benefits and other insurance will be provided to AFSCME represented employees under the same conditions and restrictions as provided to all other County employees. Coverage may be adjusted or modified by the County after soliciting a recommendation from the County Employee Benefits Advisory Committee.

Section 8

A health benefits plan document shall be adopted annually by the County following a review by the Employee Benefits Advisory Committee. The per FTE cost of providing the health benefits called for in this plan shall be determined by an actuarial valuation for both a composite rate and a tiered system. The County shall annually, as part of the budget adoption process, establish an employee premium contribution. Monthly employee health insurance premium contributions shall be no greater than nine point five percent (9.5%) of the per FTE cost as calculated by the composite rate. The County reserves the right to establish a tiered system for premium contributions under which different contribution rates may be established for a single employee, employee and spouse/same sex domestic partner, employee and child(ren), or full family benefits. If the County establishes a tiered system for premium contributions, the monthly employee health insurance premium contributions shall be no greater than nine point five percent (9.5%) of the respective tier cost for the relevant enrollment tier.

**ARTICLE 22 – RETIREMENT**

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP) or its equivalent.

After the employee has completed his/her six full months' employment period and holds a position requiring that the employee work in excess of 600 hours per year, the County shall make contributions to PERS/OPSRP

in accordance with levels established for the employee’s position. The employees will contribute to PERS/OPSRP in accordance with the state law.

In the event that state law provides for other alternatives, members of AFSCME will be afforded the same options available to non-represented employees.

The County will take appropriate action to have the employee contribution defined as pre-tax in accordance with tax code regulations.

The County will continue to provide a Deferred Compensation plan in compliance with IRC 45. The plan will be available to all AFSCME bargaining unit employees.

**ARTICLE 23 – TRAVEL EXPENSES**

Reasonable and necessary travel, meal and miscellaneous expense reimbursement will be approved for payment when an employee incurs expenses while acting within the scope of employment with Deschutes County in accordance with Deschutes County Finance Policy No. F-01, or subsequently adopted travel and expense policy. Compensation while traveling on County business shall be subject to Deschutes County Policy No. HR-15. The County shall not modify the versions of Policies No. F-01 and HR-15 in place when this Agreement takes effect without first providing the Union with at least 14 days prior written notice and an opportunity to bargain the modification. Upon timely demand the County and the Union shall bargain the modification. Failure by the Union to demand to bargain within such 14 days shall be deemed a waiver of the opportunity to bargain the modification.

**ARTICLE 24 - SAFETY**

**Section 1**

The County and the Union agree to cooperate in the continuing objective to eliminate accidents and health hazards.

**Section 2**

All employees are encouraged and expected to inform their supervisor of safety concerns in the work place including health and safety issues. It is clearly understood that the County shall take no reprisals against employees for reporting issues to their supervisor or the risk manager.

**Section 3**

The County will continue a comprehensive risk management program including approved OSHA safety committees and will review issues reported in Section 2 above. The Union shall be entitled to have a representative on each committee. Minutes from safety committee meetings shall be posted in affected areas.

**ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

**Section 1**

The County shall pay for the professional registration, certification or licensure of all full-time professional staff required to maintain their registration, certification or licensure as a condition of employment and as required by state law. This includes but is not limited to: Public Health Nurses, Environmental Health Specialists, Property Appraisers, Registered Health Information Technicians, Mental Health Clinicians, Building Inspectors, and Notaries Public.

Section 2

In the event an employee utilizes their license for any private gain and/or any non-county services they shall reimburse the county the full amount expended on their behalf.

**ARTICLE 26 – RIGHT TO CONTRACT**

The County expressly reserves the right to contract any and all County work and services to non-County employees. The County agrees to fulfill its obligations under the Public Employee Collective Bargaining Act (PECBA) before contracting out any work. The County agrees that it will not contract out services with the purpose to end the Union’s representation status.

**ARTICLE 27 - SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 28 - SCOPE OF AGREEMENT**

Section 1

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written Agreements between the County and the employees. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only, no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions unless and until such Agreement, understandings, past practices, existing conditions an prior agreements shall be reduced to writing and duly executed by both parties.

Section 2

In the event the County intends to make a unilateral change in a mandatory subject of bargaining as defined by ORS 243, the County agrees to notify the Union and subsequently fulfill its obligation under PECBA prior to making said change.

**ARTICLE 29 - TERM OF THE AGREEMENT**

This Agreement shall be effective July 1, 2021, and shall remain in full force and effect through June 30, 2025.

**ARTICLE 30 - WAGES**

For Fiscal Year 21-22, there shall be a 1.5% COLA increase effective the first day of the month following signature by AFSCME and the Board of County Commissioners. Employees who are represented by AFSCME on the date the Board of County Commissioners approves the collective bargaining agreement shall receive a one-time lump sum payment as follows:

- Time period: July 1, 2021 through the effective date of the COLA.
- Number of hours worked and paid time off (such as TML) multiplied by 1.5% of the employee's hourly rate as of July 1, 2021.
- This one-time lump sum payment shall not impact the employee's FLSA/OT rate for the specified time period.

For the contract period of July 1, 2022 through June 30, 2023 the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2021 to January 2022. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The CPI Index shall be: All Urban Consumers (CPI-U), West Region, Size Class B/C cities. The COLA shall have a minimum increase of not less than one and a half percent (1.5%) and a maximum increase of not more than three and a half percent (3.5%). Appendix C shows the calculation methodology for an example period.

For the contract period of July 1, 2023 through June 30, 2024 the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2022 to January 2023. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The CPI Index shall be: All Urban Consumers (CPI-U), West Region, Size Class B/C cities. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

For the contract period of July 1, 2024 through June 30, 2025 the wage schedule shall be amended to reflect a COLA equal to the "average 12 month Consumer Price Index (CPI) percentage" using each month's CPI 12-month percentage change from February 2023 to January 2024. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The CPI Index shall be: All Urban Consumers (CPI-U), West Region, Size Class B/C cities. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

APPENDIX "A"

SUBJECT: TIME MANAGEMENT - AFSCME

I. PURPOSE

It is the purpose of the Deschutes County Time Management Program to provide employees with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding employees for faithful attendance and productivity.

II. SCOPE

This program covers all AFSCME represented employees. Time Management Leave shall accrue in lieu of the following:

- Sick leave (non occupational illness or injury leave) Vacation leave
- Family emergency
- Compensatory time (except as provided in Article 11 and Deschutes County General Policy No. HR-4)
- Paid sick time as defined by the Oregon Paid Sick Time Law ("OPST") (Time Management Leave offered to full and part-time regular employees as articulated in Article 18 Time Management and this appendix represent substantially equivalent paid sick time benefits in compliance with OPST as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-18 - Oregon Paid Sick Time.)

Nonexempt employees who are eligible for 1.5 compensatory time or overtime will still receive such under this program in accordance with the Fair Labor Standards Act. Exempt employees are eligible for flex time under the same terms and conditions applied to non-represented employees in accordance with County Policy HR-7 subject to supervisor or Department Head approval.

III. LEAVE-WITH-PAY PROVISIONS

- A. All employees entering the Time Management Program will be credited with their existing vacation time balance.

Nonexempt employees will earn leave, based on full-time service, in accordance with the following schedule:

| Months of Service | Hours of Leave | Earned Leave Accumulation |
|-------------------|----------------|---------------------------|
| 0 – 48 months     | 168 hours      | 14 hrs/month              |
| 49 – 108 months   | 192 hours      | 16 hrs/month              |
| 109 – 168 months  | 216 hours      | 18 hrs/month              |

|                  |           |              |
|------------------|-----------|--------------|
| 169 – 228 months | 240 hours | 20 hrs/month |
| 229 – 288 months | 264 hours | 22 hrs/month |
| 289+ months      | 288 hours | 24 hrs/month |

Exempt employees will earn leave, based on full-time service, in accordance with the following schedule:

| Months of Service | Hours of Leave | Earned Leave Accumulation |
|-------------------|----------------|---------------------------|
| 0 – 48 months     | 216 hours      | 18 hrs/month              |
| 49 – 108 months   | 240 hours      | 20 hrs/month              |
| 109 – 168 months  | 264 hours      | 22 hrs/month              |
| 169 – 228 months  | 288 hours      | 24 hrs/month              |
| 229+ months       | 312 hours      | 26 hrs/month              |

- B. For regular part-time employees, all reference to time accrual or usage in the Time Management Program shall be prorated according to the percentage of full-time equivalency authorized for the position.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers Compensation or paid holiday shall be charged against “earned leave” except as provided in Section IV.B. of this policy. Earned leave shall accrue whenever an employee is on paid status with the County. Employees do not accrue earned leave when on leave without pay.
- D. An employee may accumulate earned leave, including the previous vacation balance, if any, to a maximum of twice the annual time management accumulation. On March 31 of each year, any employee credited with accrued time management leave greater than twice the annual accumulation shall have the amount above the maximum accumulation transferred to their sick leave bank account. If the employee does not have a sick-bank account, an account will be established for the employee. An employee who has acquired the maximum allowable accumulation of time management leave may continue to accumulate earned leave for the balance of the following year in which the maximum accrual was reached, provided that the employee take sufficient earned leave to reduce the accumulation to the maximum allowable prior to the following March 31 or the excess will be transferred to his/her sick-bank account.
- E. Upon an employee’s termination, all of the employee’s earned time management leave (including vacation rollover, if any) shall be paid to the employee at the current rate of pay.
- F. In the event of an employee’s death, all earned leave shall be paid according to state law.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management leave per year.
- H. Employees shall, whenever possible, request time off in advance. Use of such leave must be scheduled between the employee and his/her supervisor or designee. When an

employee is sick or an emergency requires his or her presence elsewhere, the employee must notify the supervisor as soon as possible prior to their scheduled shift.

- I. After one year of continuous employment, employees may request to convert up to 40 hours of accrued leave to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one year’s time management accrual and must have used the minimum time management leave specified in Section G. A request for conversion of annual leave to cash must be approved by the Department Head subject to budget restrictions and is allowed once each fiscal year. The request must be made prior to April 15th and will be included in the employee’s April paycheck. The Human Resources Department will distribute request forms no later than the first week of April.
- J. During the last three years prior to retirement, employees may sell up to an additional 80 hours each calendar year of their annual time management leave accrual at the current rate of pay. Extensions of an employee’s scheduled retirement date notwithstanding, no employee will be entitled to this option in more than three years. This paragraph is not subject to any of the limitations expressed in Section I of this policy.

#### IV. PRIOR SICK LEAVE ACCUMULATION

An employee’s existing sick leave accrual at the time of entering the Time Management Program will be preserved in a separate sick leave bank account. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. No compensation for accrued sick leave bank shall be provided for any employee for any reason, except that one-half of the employee’s accrued sick leave bank shall be paid to the employee or his/her beneficiary upon death or permanent total disability.
- B. Employees will be allowed to convert up to 100 hours of existing sick leave to time management leave on a two-for-one basis. (100 hours of sick leave will convert to 50 hours of time management leave).
- C. Employees with an existing sick leave bank as of the date this contract is signed shall have those hours moved to a “sick leave vault.” One-half of the employee’s sick leave vault balance will be paid to the employee upon termination of employment or, upon death of the employee (in accordance with state law). No additional hours will be transferred to the sick leave vault.
- D. Use of Accrued Leave Due to Illness or Injury. Unless otherwise required by law, the sick leave bank and sick leave vault may only be used by the employee after the employee has been absent from work for the equivalent of three entire workdays due to the same illness or injury. Time off during the first three (3) days will be deducted from the employee’s accrued and unused time management leave or, if the employee does not have sufficient time management leave, will be deducted from accrued compensatory time or any other paid leave time or be identified as leave without pay.
- E. Definitions:
  - 1. “Sick Leave Bank” is leave available for use when an employee is sick and absent from work for the equivalent of three (3) entire work days due to an illness or injury. Time Management Leave accrued above the annual maximum and not sold back is

transferred to the sick leave bank. Sick leave bank is not paid out except as otherwise provided in subsection A of this Section IV.

“Sick Leave Vault” is leave available for use when an employee is sick and absent from work for the equivalent of three (3) entire work days due to an illness or injury. One-half of the sick leave vault hours will be paid to the employee upon termination of employment.



APPENDIX "B"

DESCHUTES COUNTY GENERAL POLICY NO. GA-6

SUBJECT: Duties and Responsibilities of the Employee Benefits Advisory Committee

DISCUSSION: It is the goal of the Board of County Commissioners to provide a quality Health and Welfare Insurance Benefit Program on a consistent basis to all regular County employees. In providing these benefits it is also the responsibility of the Board to provide such benefits within established budgetary constraints.

POLICY:

In order to assist the Board in providing a consistent level of Health and Welfare benefits to all regular County employees, the Board of County Commissioners will appoint an Employee Benefits Advisory Committee (EBAC).

The primary responsibility of the EBAC will be to meet with Human Resources staff, the agent of record, and insurance representatives, in order to review/evaluate all possible options with regard to employee benefits. The EBAC will make recommendations to the Board of County Commissioners regarding Health and Welfare benefit levels.

The EBAC will also be a source of advice for the Human Resources Department concerning benefit administration.

EBAC MEMBERSHIP:

The EBAC will be comprised of the following voting membership:

- 4 representatives from AFSCME, selected by AFSCME
- 2 representatives from DCSA
- 1 representative from 701
- 1 representative from 9-1-1
- 1 representative from DCDA
- 1 Human Resources Director
- 1 Risk Manager
- 5 Department Heads, Managers, and/or Elected Officials
- 1 Representative for COIC (Central Oregon Intergovernmental Council)

The County Administrator will be a non-voting member of the committee. Additional non-voting members may be appointed at the discretion of the committee. A Chair and Vice Chair will be selected annually by the committee, with one position to be filled by a manager or elected official, and the other will be a non-management representative.

The Human Resources Department will provide staff support to the committee.

MINIMUM MEETING REQUIREMENTS:

At a minimum, the EBAC will meet eight (8) times per Fiscal Year. Additional meetings may be scheduled at the discretion of the committee. Subcommittees may also be established at the discretion of the committee.

The EBAC may request the removal or replacement of a voting member who is not able to attend two (2) or more consecutive EBAC meetings, or four (4) or more meetings in any twelve month period.

Minutes of each meeting for the three years preceding will be kept by the County and posted on the County's intranet site. The County will send out communications to all employees with instructions for accessing meeting minutes on the County's intranet site on an interval agreed upon mutually by the County and the Union. All EBAC members will receive notice of planned meetings.

The meetings will be open to all interested employees.

## APPENDIX "C"

**CPI Methodology - All Urban Consumers (CPI-U), West Region, Size Class B/C cities.**

To illustrate the change in CPI methodology starting in FY 22-23, the following table shows the application of the rolling 12-month average look back for 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21 data. The 12-months rolling average starts with January and over the prior 11 months. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year.

Note: Consistent with prior years, the level of precision of percentage change will be rounded to the tenth of a percentage (i.e. 1.6% not 1.64 % or 1.7% not 1.65%)

| <b>FY Data (Budget year)</b> | <b>CPI-12 month rolling average</b> |
|------------------------------|-------------------------------------|
| 2016-17 (17/18)              | 1.0%                                |
| 2017-18 (18/19)              | 2.4%                                |
| 2018-19 (19/20)              | 2.9%                                |
| 2019-20 (20/21)              | 2.6%                                |
| 2020-21 (21/22)              | 1.7%                                |

The following calculation illustrates the rolling average calculation for FY 20-21 data (21/22 Budget year) as of January 2021 (the cutoff date used for budgeting). CPI% for 12 months is determined by change in CPI index over 12 months (i.e., Feb 2020 index compared to February 2019 index)

| <b>Year</b> | <b>Month</b>   | <b>CPI %<br/>"12-month percent change"</b> |
|-------------|--|--|
| 2020        | <u>Feb</u>   | 2.9%                                       |
| 2020        | <u>March</u>   | 2.5%                                       |
| 2020        | <u>April</u>   | 1.5%                                       |
| 2020        | <u>May</u>   | 0.5%                                       |
| 2020        | <u>June</u>  | 0.8%                                       |
| 2020        | <u>July</u>  | 1.5%                                       |
| 2020        | <u>Aug</u>   | 1.8%                                       |
| 2020        | <u>Sept</u>  | 2.0%                                       |
| 2020        | <u>Oct</u>   | 1.6%                                       |
| 2020        | <u>Nov</u>   | 1.6%                                       |
| 2020        | <u>Dec</u>   | 1.5%                                       |
| 2021        | <u>Jan</u>   | 1.6%                                       |
|             | <b>Total of CPI% over 12 months</b>                                  | 19.8%                                      |
|             | <b><u>Average 12 month CPI percentage (i.e. rolling average)</u></b> |  |
|             | <b>Total divided by 12</b>   | 1.7%                                       |

**SIGNATURE PAGE**

DATE this \_\_\_\_\_ Day of \_\_\_\_\_ 2021.

**BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON**

\_\_\_\_\_  
Anthony DeBone, Chair

\_\_\_\_\_  
Phil Chang, Vice Chair

\_\_\_\_\_  
Patti Adair, Commissioner

**FOR THE UNION**

\_\_\_\_\_  
Ethan Laing, AFSCME  
Negotiating Team Member

\_\_\_\_\_  
Abby Levin, AFSCME  
Negotiating Team Member

\_\_\_\_\_  
Caroline Owczarzak, AFSCME  
Negotiating Team Member

\_\_\_\_\_  
Brenda Johnson, AFSCME  
Council 75 Representative

\_\_\_\_\_  
Date

## Letter of Agreement Peer Support Specialist Re-Grade Implementation

Deschutes County has completed a review of the pay grade for the Peer Support Specialist classification. As a result, the County has determined that it is appropriate to change the pay grade from A302 to A306. The purpose of this Letter of Agreement (LOA) is for Deschutes County and AFSCME to agree on implementing this change. Typically, implementation of a changed pay grade is such that the individual employee moves to the step of the new range that has an associated dollar amount that is not less than their currently hourly rate.

Additionally, the County has previously adopted a discretionary practice that allows for a Peer Support Specialist at step 1 to move to step 2 (off-cycle) within their first year of employment when they receive their Traditional Health Worker Certification (THW). In order to recognize the contributions of Peer Support Specialists who have served in this role for greater periods of time, the County seeks for purposes of this LOA to broaden application of this practice. For purposes of this LOA only, the County proposes to provide for a one step increase above step placement at no loss for all existing Peer Support Specialists who possess THW certification upon adoption of this LOA.

This LOA represents Deschutes County and AFSCME bargaining implementation of the pay grade as part of the Deschutes County "What If Package" dated October 29, 2021. All Peer Support Specialists with a THW at the time this LOA is signed will advance an additional step in the implementation. Any Peer Support Specialists without the THW in the implementation will be placed at the step of the new range that has an associated dollar amount that is not less than their current hourly rate.

The implementation shall be as follows:

| Pay Grade A302 |                          | Pay Grade A306 |                          | A302 → A306  |          | A302 → A306 w/ THW  |          |
|----------------|--------------------------|----------------|--------------------------|--|----------|---|----------|
| Steps          | Hourly Rate as of 7/1/21 | Steps          | Hourly Rate as of 7/1/21 | Standard Step Placement of Employee Moving from A302 to A306 |          | Proposed Step Placement of Employee with THW Cert Moving from A302 to A306<br>(Employee gains an additional step) |          |
| 1              | 17.1088                  | 1              | 20.7958                  | A302 - 1   | A306 - 1 | A302 - 1  | A306 - 2 |
| 2              | 17.9642                  | 2              | 21.8357                  | A302 - 2   | A306 - 1 | A302 - 2  | A306 - 2 |
| 3              | 18.8624                  | 3              | 22.9274                  | A302 - 3   | A306 - 1 | A302 - 3  | A306 - 2 |
| 4              | 19.8056                  | 4              | 24.0739                  | A302 - 4   | A306 - 1 | A302 - 4  | A306 - 2 |
| 5              | 20.7958                  | 5              | 25.2775                  | A302 - 5   | A306 - 1 | A302 - 5  | A306 - 2 |
| 6              | 21.8357                  | 6              | 26.5415                  | A302 - 6   | A306 - 2 | A302 - 6  | A306 - 3 |
| 7              | 22.92740                 | 7              | 27.8685                  | A302 - 7   | A306 - 3 | A302 - 7  | A306 - 4 |

The implementation of the new step in the pay grade will be retroactive to which ever date is sooner: August 1, 2021 or the date the employee started as a Peer Support Specialist. The retroactive pay shall not apply to any Peer Support Specialist hired into and already placed into the A306 pay grade. This LOA is a one-time implementation and is not applicable to future situations where a classification receives a new pay grade.

For Deschutes County:

For AFSCME:

\_\_\_\_\_ Date

\_\_\_\_\_ Date