



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, March 2, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, February 10, 2016 Board meeting;
- Minutes, February 17, 2016 Board meeting;
- Minutes, February 17, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

- 1) Dave Hill - Employee Recognition

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 2/22/16 & 2/29/16.
- (B) Approve the Job Description for the Transit Administrator.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (C) Services Contract with Community Action Team, Inc. for Child and Family Development Education Services.
- (D) Memorandum of Agreement with the Columbia County Deputy Sheriffs' Association for changes in shift schedules.
- (E) Amendment #2 to the Immediate Opportunity Fund Agreement with the State of Oregon for Improvements to Van Street at Highway 30.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

EXEMPT (Y/N):	Yes	JOB CODE:	CSC Exempt
DEPARTMENT:	Transit	CLASSIFICATION:	475
SUPERVISOR:	Board of Commissioners	SALARY RANGE:	E05
UNION (Y/N):	No	LOCAL:	NA

GENERAL STATEMENT OF DUTIES: Responsible for professional performance and administration of the Transit Department for Columbia County. Responsible for planning, organizing and directing the activities of the Department.

Fairly enforce all laws, regulations, ordinances, and standards to ensure maximum compliance and to protect the public health and safety. Plan, organize and direct all Departmental activities, including those with other governmental units and private organizations. Work directly with a wide range of community groups, public and private sector officials, County employees, individual citizens and as part of the County management team.

Promote excellence, dependable performance, responsible customer services, pride, initiative, commitment, cooperation, safety and a team approach throughout the Department. Evaluate and define Departmental programs and policies along with the development of budget proposals in accordance with the vision of the County as articulated by the Board of County Commissioners. Supervise staff of professional, technical and office support staff and volunteers and hold them accountable for results.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Manage and oversee operations for the Transit Program. Prepare and propose development plans for the Transit Plan and future operations and structure.

Oversee and closely monitor operations of Transit contractor. Regularly review contractor performance, address deficiencies, if any, ensure correction of any identified deficiencies and report on same to the Board of County Commissioners, when appropriate. Fully enforce contract provisions including recommending legal action, if necessary.

Conduct fund raising activities, including grant applications as appropriate to fund Transit operations, including contact with Federal, State and Local agencies. Provide administration of ongoing funding streams, including grant oversight.

Create and maintain relations with cities to the extent that support for the Transit Program and funding assistance are available.

Oversee coordination of the Columbia County Citizens Transportation Advisory Committee.

Supervise staff, including assigning and reviewing work, evaluating performance and training. Provide recommendations on hiring and on disciplinary action when appropriate. Handle

employee complaints. Recruit, train and supervise temporary employees and volunteer advocates.

Develop, coordinate and implement a marketing plan to attract riders and increase use of the Transit Program.

Work closely with Economic Development teams to ensure that the Transit Program furthers County development plans.

Prepare annual budget. Review and monitor expenditures for compliance with approved budget.

Prepare, recommend for adoption, and implement policies and procedures relating to the Transportation Plan and Program.

Represent the County at designated public and County meetings related to Transit. Provide information on Transit Program activities and status of projects to County officials, news media and the public. Report regularly to County Commissioners on status of Transit program.

Follow all safety rules and procedures established for work areas. Ensure departmental compliance with all policies and procedures.

SUPERVISORY RESPONSIBILITIES: Directly supervise 1-2 employees.

- Ensure that Department plans and goals are effectively communicated throughout the Department so that individual work plans maintain progress toward Department goals.
- Fulfill role as appointing authority for Department to ensure the hire of qualified candidates. Ensure that each Departmental employee receives written, clearly stated goals and expectations.
- Ensure that each Departmental employee is held accountable for meeting those goals and expectations and take corrective action if not met.
- Conduct regular, formal and informal, evaluations of Departmental employees.
- Provide training opportunities for Departmental staff.
- Diagnose organizational needs, designing approaches and facilitating interventions to optimize Departmental communication, cooperation, teamwork, participation and results.
- Discharge all supervisory responsibilities in accordance with the County's policies and procedures, collective bargaining agreements, and State and Federal laws.
- Coordinate all personnel functions with the Human Resources Department.

SUPERVISION RECEIVED: Work is performed with considerable independence under the general direction of the Board of County Commissioners and is reviewed jointly by the Board and Administrator through conferences, reports and the effectiveness of programs in accomplishing Department goals and objectives.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Equivalent to a bachelor's degree, in the field of business, transportation, public administration or related field with at least five years experience in transit services, transportation planning or related field. Any satisfactory combination of experience and training which demonstrates the ability to perform the above duties may be acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS: Possession of an appropriate Oregon motor vehicle operator's license and must be insurable under the County's liability coverage with a preference for the possession of a Commercial Drivers License (CDL).

KNOWLEDGE, SKILL AND ABILITY: Knowledge of issues related to transportation systems and planning. Knowledge of DOT regulations, state and federal rules and regulations relating to transit systems. Knowledge of administrative principles associated with budgeting, program planning, project management and contract management. Basic knowledge of fleet operations, purchasing and maintenance. Ability to develop and implement County transportation programs. Ability to meet deadlines and work independently in cooperation with community and agency representatives. Familiarity with personal computers and standard business software programs, such as word processing and spreadsheets.

Ability to:

- Plan, implement, and evaluate Department activities based on policy guidelines, regulations and laws.
- Think conceptually and quickly get to the heart of a problem.
- Set priorities and develop realistic solutions to problems.
- Express ideas effectively, verbally and in writing. Use sound judgment and not be afraid to take reasonable risks.
- Adapt flexibly to change or new situations and acknowledge and work through conflict openly. Accept responsibility and be able to work well with ambiguity.
- Model the positive behavior desired in others and promote collaboration and shared responsibility for Departmental success. Look for opportunities for people to contribute, develop skills, take responsibility and be trusted.
- Develop and maintain harmonious and effective working relationships with employees, other agencies, County officials and the general public.
- Successfully apply for, receive and administer a wide variety of grant funding.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical demands while in the office are usually minimal, involving the movement of files, books, equipments, etc. seldom exceeding 20 pounds. Field activities require walking, bending, stooping and climbing.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform

the essential functions.

General office environment. Requires traveling throughout the County, State and region for attendance at meetings and/or other events and attendance at evening or weekend meetings or events. Occasional field work will expose position to all weather conditions and a variety of terrains.

SERVICES CONTRACT
by and between COLUMBIA COUNTY and
COMMUNITY ACTION TEAM, INC. FOR
CHILD AND FAMILY DEVELOPMENT EDUCATION SERVICES

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, by and through its Department of Community Justice, hereinafter referred to as "County", and Community Action Team, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed below, and shall be retroactive to July 1, 2015.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2017, unless sooner terminated as provided herein.
3. Contractor's Services. Contractor agrees to provide the services described in the Scope of Services, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between the Scope of Services and this Agreement, the Scope of Services shall control.
4. Consideration. Compensation under this Agreement is available for services provided beginning after July 1, 2015. County shall pay Contractor on a time and materials basis according to the fee structure set forth in Exhibit "A", an amount not to exceed \$24,000, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made bi-annually within 30 days of receipt of funds from the Criminal Justice Commission, based upon invoices submitted by the Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

Janet Evans, Director Department of Community Justice 901 Port Avenue St. Helens, Oregon 97051 503-366-4660 janet.evans@co.columbia.or.us	Joyce Ervin, Director Child & Family Development Community Action Team PO Box 10 Rainier, Oregon 97048 503-556-3736
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All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-

insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Grant Requirements. The services provided under this Contract are being funded by a grant from the Criminal Justice Commission (“CJC”) Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Criminal Justice Commission Justice Reinvestment Grant Program grant dated December 30, 2015, as it may be amended from time to time, a copy of which is attached hereto as Exhibit “B” (the “Grant Agreement”), and is incorporated herein by this reference. Notwithstanding the generality of the foregoing, Contractor agrees to the following:
- A. Recovery of Grant Funds. In the event the County is required to return misexpended or unexpended funds under this Agreement to the State of Oregon pursuant to the Grant Agreement, Contractor shall return such funds within 10 days after the County’s demand for misexpended funds or within 10 days after the earlier of expiration or termination of this Agreement for Unexpended funds.
- B. Contractor shall make, retain, and provide County upon demand, proper and complete books of record and account and shall maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. CJC, the Secretary of State of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.
- C. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.
12. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the Criminal Justice Commission and its officers, employees and agents 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 the Contractor, its officers, agents, employees, subgrantees, or subcontractors.

Neither Contractor, nor Contractor's attorney shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

16. Insurance. For the duration of this Agreement, Contractor shall maintain insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission. Insurance shall be maintained in the types and amounts provided in Exhibit B of the Grant Agreement, to protect County, its officers, agents, and employees, and the Criminal Justice Commission, its officers, employees, and agents. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents, and employees, as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. The certificates or attached endorsements must specify A) all entities and individuals who are endorsed on the policy as Additional Insured and B) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.

- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed, or to reimburse misexpended funds to the State of Oregon.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
- 22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 23. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Name: _____

By: _____
Anthony Hyde, Chair

By: _____

By: _____
Henry Heimuller, Commissioner

Title: _____

By: _____
Earl Fisher, Commissioner

Dated: _____

Dated: _____

Approved as to form

By: _____
Office of County Counsel

Exhibit "A"

The Contractor agrees to perform inclusive the following professional services:

1. DIRECT SERVICES

- (a) Provide Nurturing Parenting classes in the classroom of the Corrections Office.
- (b) Provide a minimum of 17 sessions per class.
- (c) Provide 90 minute sessions.
- (d) Contractor will request approval from the Agency prior to implementing a slow-start schedule or splitting session content into more than one session.

2. MAINTAINING RECORDS

- (a) Complete before and after assessments.
- (b) Track and submit attendance.
- (c) At the end of the class, provide participants with a certificate of completion with participation hours listed.

3. TECHNICAL ASSISTANCE

- (a) County will provide DVD/VCR/LCD or TV screen, white Board & markers.
- (b) County will provide any coffee it deems appropriate for participant's consumption during the session.
- (c) Contractor will supply participant workbooks, attendance records, assessments, and certificates.

4. COMPENSATION

- (a) An initial start-up fee in the amount of \$780.00 for the first 17 session series. Thereafter, start-up fee in the amount of \$400.00 per 17 session series, for up to 10 participants.
- (b) The per-session cost is \$185.00 for 90 minutes of class and instructor prep and paperwork time.
- (c) A per session costs of \$28.50 per participant for classes serving more than 10 participants.

MEMORANDUM OF AGREEMENT (MOA)
by and between Columbia County (County)
and the
Columbia County Deputy Sheriffs' Association (CCDSA)

This Agreement is made and entered into by the County and the CCDSA.

1. The parties agree to amend Article 16 Working Conditions, Section 16.2.B and Section 16.7 of the July 1, 2014 through June 30, 2017, Collective Bargaining Agreement (CBA).
2. The parties agree that the amendments set forth in this MOA shall be implemented immediately after execution of this MOA by both parties.
3. The parties agree that the amendments shall read as follows:

ARTICLE 16 - WORKING CONDITIONS

16.2 Work Week Schedule.

A. Regular Work Week Schedule. The regular work week schedule for full-time employees shall consist of five (5) consecutive work days. Each work day shall consist of eight (8) consecutive hours for full-time employees.

B. Modified Regular Work Week Schedule. The County may establish a modified regular work week schedule, which shall consist of four (4) days of ten (10) hours for full-time employees. The County may also establish a modified regular work week schedule, which shall consist of four (4) twelve (12)-hour days for full-time employees. A 4-12 work schedule shall consist of an eight (8)-day work period with four (4) consecutive days of twelve (12) consecutive work hours followed by four (4) consecutive days off. The County may schedule a fifth day of work or a fifth day off during the work period as needed to comply with FLSA requirements.

The County may also establish a modified regular work week schedule, which shall consist of four (4)/three (3) twelve (12)-hour days for full-time employees. A 4/3-12 work schedule shall consist of a fourteen (14)-day work period with four (4) consecutive days of twelve (12) consecutive work hours followed by three (3) consecutive days off followed by three (3) consecutive days of twelve (12) consecutive work hours followed by four (4) consecutive days off (4 on/3 off/3 on/4 off).

The County may also establish a modified regular work week schedule which shall consist of five (5) nine (9)-hour work days the first (1st) week with two (2) consecutive days off and four (4) nine (9)-hour work days the second (2nd) week with three (3) consecutive days off.

The County may also establish a modified regular work week schedule which shall consist of alternating weeks of two (2) twelve (12) hour work days and one (1) ten (10) hour work day with four (4) consecutive days off and three (3) twelve (12) hour work days and one (1) ten (10) hour work day with three (3) consecutive days off.

It is agreed that the County may make changes to work schedules consistent with Section 11.7(G). The County shall give at least two (2) weeks advance written notice to the Association of the

implementation of the modified regular work week schedule. Said notice shall include both the starting date and time, and anticipated ending date of the modified regular work week schedule. However, the modified regular work week schedule may be extended upon two (2) weeks advance notice as provided above. The County shall not suspend the modified regular work week schedule for the purpose of avoiding enhanced holiday leave and holiday pay under Section 4.4 of this Agreement.

16.7 Meal Periods and Meals.

Corrections Sergeants, Corporals and Deputies, Patrol Sergeants, Corporals and Deputies, Corrections Technicians and Animal Control Officers shall be granted a one (1)-hour compensated meal period each work shift. Civil Office Supervisor, Office Specialist, Office Manager, Victim Advocate/Specialist, Civil Clerk, Senior Civil Deputy, Civil Deputy, Evidence Technician and the Courthouse Security Deputy shall be granted a one (1)-hour unpaid meal period each work shift. Such meal period shall be scheduled as close as practical to the middle of the work day.

The County shall furnish a one-half (1/2) hour compensated meal period to any employee who, at the County's request, works three (3) hours beyond their regular quitting time and the employee shall be eligible to receive a meal furnished by the County from the jail kitchen.

An additional one-half (1/2) hour compensated meal period shall be furnished each four (4) hours thereafter and the employee shall be eligible to receive a meal furnished by the County from the jail kitchen.

Employees working in the jail shall be eligible to receive a meal, furnished by the County from the jail kitchen, as compensation to the employee for inability to take a meal period away from the work site. It is the responsibility of the employee to schedule his or her meal period at an appropriate time and to coordinate with the Jail Manager, or designee, when it is practical.

4. This language of this MOA will be incorporated in the successor CBA.

In witness whereof, County and CCDSA have executed this MOA on the _____ day of _____, 2016.

FOR COLUMBIA COUNTY DEPUTY SHERIFFS' ASSOCIATION:

By: Sophie Frazier
Sophie Frazier, President

BY: Art McGehee
ART McGehee, FOP

Approved as to form:

By: _____
CCDSA Counsel

FOR THE COUNTY: BOARD OF COMMISSIONERS FOR COLUMBIA COUNTY OREGON:

By: _____
Chair

By: _____
Commissioner

By: _____
Commissioner

Approved as to form:

By: _____
County Counsel

AMENDMENT NUMBER 02
IMMEDIATE OPPORTUNITY FUND AGREEMENT
Port Westward – Van Street at Highway 30
Columbia County

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Columbia County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on May 19, 2005 and Amendment Number 01 on October 14, 2005.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend the one hundred and nine (109) full-time equivalent positions (FTE) creation and retention requirement by three (3) years to expire April 28, 2018.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:

1. Agency proposes to make roadway improvements on Highway 30 and Van Street near the development of a turbine generating plant being constructed by Portland General Electric Company (PGE), and future development of the Port Westward Industrial Site including the proposed Cascade Grain ethanol manufacturing plant, and the Summit Westward turbine generating plant, all of which meet the IOF criteria. The improvements will consist of widening Van Street to include a third eastbound turn lane at the access of Highway 30; adding an 860 foot westbound right-turn deceleration lane at the intersection of Highway 30 and Van Street; and closing the Swedetown Road connection to Highway 30. The construction of the roadway improvements will improve the safety and operation of Highway 30 and Van Street as a result of the increased traffic from the construction at Port Westward. The aforementioned roadway improvements are hereinafter referred to as the "Project". The location of the Project is approximately as shown on the sketch map, attached hereto, marked "Exhibit A", and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

1. Agency proposes to make roadway improvements on Highway 30 and Van Street near the development of a turbine generating plant being constructed by Portland General Electric Company (PGE) and future development of the Port Westward Industrial Site. The improvements will consist of widening Van Street to include a third eastbound turn lane at the access of Highway 30; adding an 860 foot westbound right-turn deceleration lane at the intersection of Highway 30 and Van

Street; and closing the Swedetown Road connection to Highway 30. The construction of the roadway improvements will improve the safety and operation of Highway 30 and Van Street as a result of the increased traffic from the construction at Port Westward Industrial Site. The aforementioned roadway improvements are hereinafter referred to as the "Project ". The location of the Project is approximately as shown on the sketch map, attached hereto, marked "Exhibit A", and by this reference made a part hereof.

AGENCY OBLIGATIONS, Paragraph 18, Page 5, which reads:

18. Job Growth Assessment

Because the purpose of the Immediate Opportunity Fund Type A project is to promote job growth, ODOT wishes to assess its investment.

- a. Therefore, within 24 months after completion of the Project and construction of the PGE facility, Agency shall provide to ODOT documentation from PGE that 17 new full-time equivalent positions (FTE) were created and filled at the Port Westward Industrial Site. Within **60** months after completion of the Project and construction of the PGE facility, Agency shall provide to ODOT documentation from other qualified companies located at the Port Westward Industrial Site, or adjacent thereto, that 92 additional new FTE positions were created and filled at the Port Westward Industrial Site. If such documentation cannot be provided within the above stated time limit, Agency shall reimburse ODOT all Immediate Opportunity Funds distributed to Agency as outlined below.
- b. The targeted number of new FTE positions is the number listed in the Oregon Economic and Community Development Department proposal letter to ODOT's Director. "New FTE positions" shall mean new positions created, filled and remaining on the payroll for at least one year
- c. The verification documentation shall be a letter on company letterhead signed by an official of PGE and one or more additional company(ies) sited at the Port Westward Industrial Park who are duly authorized to represent said company(ies), certifying the number of new FTE positions. The State, through ODOT, OECDD or the Secretary of State Audits Division, shall have the right to audit the payroll records of such companies, in order to confirm information in the letter.
- d. If the documentation shows a deficiency in the number of FTE positions, Agency shall reimburse ODOT on a pro-rated basis. The formula for the pro-rated amount of IOF funds paid to Agency will be an amount equal to the number of actual FTE positions divided by the number of projected FTE positions multiplied by total IOF funds available. Reimbursement will be the

amount actually distributed less the pro-rated amount.

- e. Reimbursements resulting from a failure to provide job documentation or failure to meet job target goals shall be paid within three (3) months after the above stated time limits.

Shall be deleted in its entirety and replaced with the following:

18. Job Growth Assessment

Because the purpose of the Immediate Opportunity Fund Type A project is to promote job growth, ODOT wishes to assess its investment.

- a. Therefore, within 24 months after completion of the Project and construction of the Portland General Electric Company (PGE) facility, Agency shall provide to ODOT documentation from PGE that 17 new full-time equivalent positions (FTE) were created and filled at the Port Westward Industrial Site. Within **96** months, **expiring April 28, 2018**, after completion of the Project and construction of the PGE facility, Agency shall provide to ODOT documentation from other qualified companies located at the Port Westward Industrial Site, or adjacent thereto, that 92 additional new FTE positions were created and filled at the Port Westward Industrial Site. If such documentation cannot be provided within the above stated time limit, Agency shall reimburse ODOT all Immediate Opportunity Funds distributed to Agency as outlined below.
- b. The targeted number of new FTE positions is the number listed in the Oregon Economic and Community Development Department proposal letter to ODOT's Director. "New FTE positions" shall mean new positions created, filled and remaining on the payroll for at least one year.
- c. The verification documentation shall be a letter on company letterhead signed by an official of PGE and one or more additional company(ies) sited at the Port Westward Industrial Park who are duly authorized to represent said company(ies), certifying the number of new FTE positions. The State, through ODOT, OECDD or the Secretary of State Audits Division, shall have the right to audit the payroll records of such companies, in order to confirm information in the letter.
- d. If the documentation shows a deficiency in the number of FTE positions, Agency shall reimburse ODOT on a pro-rated basis. The formula for the pro-rated amount of IOF funds paid to Agency will be an amount equal to the number of actual FTE positions divided by the number of projected FTE positions multiplied by total IOF funds available. Reimbursement will be the amount actually distributed less the pro-rated amount.

- e. Reimbursements resulting from a failure to provide job documentation or failure to meet job target goals shall be paid within three (3) months after the above stated time limits.
2. **Counterparts**. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
3. **Original Agreement**. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project was approved by the Oregon Transportation Commission on June 18, 2003.

The Oregon Transportation Commission on June 18, 2003. approved Delegation Order No 2. which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

SIGNATURE PAGE TO FOLLOW

On November 10, 2004, the Director of the Oregon Department of Transportation approved Subdelegation Order No 2, in which the Director delegates to the Deputy Director, Highways the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission or in a line item in the biennial budget approved by the Director.

Columbia County, by and through its
Elected Officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:

David A. Hill, PE
Public Works Director
Columbia County Road Department
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(503) 397-5090
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Salem, OR 97301-4178
(503) 986-4453
Jeffrey.A.FLOWERS@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
Tech Services Manager/Chief Engineer

Date _____

By _____
Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____