



CITY COUNCIL MEETING PACKET

FOR

Tuesday, February 15, 2022

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

5:30 pm Work Session

7:00 pm City Council Regular Meeting

**City Council Executive Session
(ORS 192.660(2)(b), Discipline)
(Following the Regular Council Meeting)**

Pursuant to House Bill 4212 (2020), this meeting
will be conducted electronically and will be live streamed at
<https://www.youtube.com/user/CityofSherwood>

AMENDED AGENDA



Home of the Tualatin River National Wildlife Refuge

5:30 PM WORK SESSION

1. **Festival Plaza Update**
(Kristen Switzer, Community Services Director)
2. **Hwy 99 Pedestrian Crossing Presentation**
(Bob Galati, City Engineer)

7:00 PM REGULAR SESSION

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**

- A. **Approval of February 1, 2022 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
- B. **Resolution 2022-008 Appointing Deborah Diers to the Sherwood Library Advisory Board**
(Adrienne Doman Calkins, Library Manager)
- C. **Resolution 2022-009 Authorizing the City Manager to sign an Intergovernmental Agreement for the Washington County Older Adults Nutrition Program for program years 2022-2023**
(Maiya Martin Burbank, Marjorie Stewart Senior Community Center Manager)

6. CITIZEN COMMENTS

Oregon Law typically requires the City to permit any person to appear in person to ask questions or comment on public hearing matters. However, due to COVID-19 restrictions, persons interested in participating may provide written comments at least 24 hours in advance of a City Council meeting by either (1) emailing Cityrecorder@Sherwoodoregon.gov or contacting the City Recorder at 503-625-4246 at least 24 hours in advance of a meeting. An email submitted must clearly state either (1) that it is intended as a general Citizen Comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended. In either case, the email must be received at least 24 hours in advance of the scheduled meeting time.

In addition, the City Council will accept comments during the public meeting via phone. During the live meeting, community comments on non-agenda items and public hearing testimony can be provided by calling into the meeting. To participate via phone, please email or call the City Recorder Cityrecorder@Sherwoodoregon.gov, 503-625-4246 by 5:00 PM, 24 hours in advance of the meeting to receive the phone dial-in instructions. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

7. NEW BUSINESS

- A. **Resolution 2022-010 Approving Sherwood Police Department Policy Updates – February 2022**
(Ty Hanlon, Police Chief)

AGENDA

SHERWOOD CITY COUNCIL February 15, 2022

5:30 pm City Council Work Session

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(ORS 192.660(2)(b), – Discipline)
(Following the Regular Council Meeting)**

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AMENDED AGENDA

- B. Resolution 2022-012 Expressing opposition to certain mining activities in the vicinity of Rock Creek (Julia Hajduk, Community Development Director)**

8. PUBLIC HEARINGS

- A. Ordinance 2022-001, Amending Title 6 of the Municipal Code as it relates to the regulation of backyard chickens (*Second Hearing*) (Julia Hajduk, Community Development Director)**
- B. Resolution 2022-011 Adopting a Supplemental Budget for fiscal year 2021-22 and making appropriations (David Bodway, Finance Director)**

9. CITY MANAGER REPORT

10. COUNCIL ANNOUNCEMENTS

11. ADJOURN to EXECUTIVE SESSION

12. EXECUTIVE SESSION

- A. ORS 192.660(2)(b), Discipline.**

13. ADJOURN

How to Find out What's on the Council Schedule: City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

To Schedule a Presentation to the Council: If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or Cityrecorder@Sherwoodoregon.gov. If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or Cityrecorder@Sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time.



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

Pursuant to House Bill 4212 (2020), this meeting will be conducted electronically and will be live streamed at <https://www.youtube.com/user/CityofSherwood>

February 1, 2022

EXECUTIVE SESSION

- 1. CALL TO ORDER:** Mayor Mays called the executive session to order at 6:01 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, Russell Griffin (exited at 6:41 pm), and Renee Brouse.
- 3. STAFF PRESENT:** City Manager Keith D. Campbell, City Attorney Josh Soper, and Legal Counsel Steven Schuback.

4. TOPICS

A. ORS 192.660 (2)(d), Labor Negotiations

5. ADJOURNED:

Mayor Mays adjourned the executive session at 7:00 pm.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Mays called the meeting to order at 7:05 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, Russell Griffin, and Renee Brouse.
- 3. STAFF PRESENT:** City Manager Keith D. Campbell, IT Director Brad Crawford, Community Development Director Julia Hajduk, Community Services Director Kristen Switzer, Public Works Director Craig Sheldon, Finance Director David Bodway, Police Chief Ty Hanlon, City Attorney Josh Soper, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCILOR YOUNG TO APPROVE THE AGENDA. SECONDED BY COUNCILOR GRIFFIN. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA:

A. Approval of January 18, 2022 City Council Meeting Minutes

B. Resolution 2022-007, Authorize the City Manager to Sign a Grant Agreement for Broadband Expansion

MOTION: FROM COUNCILOR BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCILOR YOUNG. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS:

The City Recorder reported that no citizen comments had been received.

Mayor Mays addressed the next agenda item. The City Recorder read aloud the public hearings statement and reported that no public testimony had been received.

7. PUBLIC HEARING:

A. Ordinance 2022-001, Amending Title 6 of the Municipal Code as it relates to the regulation of backyard chickens (*First Hearing*)

Community Development Director Julia Hajduk stated that the proposed ordinance was essentially the same ordinance Council considered in 2015. She recapped that in 2015, after a public hearing with the Planning Commission and public feedback received, Council decided not to take action on the ordinance at that time. A work session was held in October 2021 to discuss creating a process for regulation of backyard chickens other than the City's current Conditional Use Permit. After the work session, Council gave the go ahead to bring forward the 2015 language for Council's consideration. She reported that the ordinance would amend the Municipal Code to add a new section for chickens. She provided an overview of the ordinance stating the license would be valid for five years, chickens would only be allowed on property that was a detached single family dwelling, up to three hens were allowed if the property was at least 7,000 square feet, up to five hens were allowed if the property was at least 10,000 square feet or larger, roosters were not permitted, chicks were permitted inside if they were 12 weeks old or less. She recapped regulations regarding the enclosure as: the structure would have to be maintained and in good repair and the structure could not attract rats and other vermin. She stated that the ordinance contained language that stated that the City would provide notice to neighbors to let them know that a permit had been issued and would provide information on where to go if there were issues or concerns. Mayor Mays closed the public hearing portion of the meeting and asked for questions or discussion from Council. Mayor Mays commented that the proposed ordinance followed the feedback Council had provided in the October 2021 work session. Councilor Young commented that when she attended the 2015 City Council meeting for the ordinance, she was against backyard chickens. But after hearing the information that staff had provided them about how surrounding cities were handling backyard chickens and learning that other cities were having very few issues with their chicken code compliance, she felt that allowing backyard chickens in Sherwood was appropriate. She commented that even though backyard chickens were permitted in the code, it did not

mean that they would be all over the City and explained that most HOAs would not allow chickens and the required lot sizes to have chickens would also keep the number down. Councilor Young asked what would happen if someone kept unpermitted chickens? Community Development Director Hajduk replied it would be a code compliance action and there would be a process which could result in a fine. She added that because the ordinance was a Municipal Code change and not a development code change, it would be a relatively simple process to make amendments to the ordinance if needed. Council President Rosener commented he was also reassured about allowing backyard chickens in Sherwood after Council had received information from other cities, and he felt that allowing for backyard chickens was long overdue. Councilor Scott commented he was in favor of the ordinance and stated that he felt that the application needed to make it clear that the applicant was required to check with their HOA to ensure their eligibility. Councilor Garland commented that he also attended the 2015 discussions as a community member and felt that those in favor of backyard chickens had very persuasive points and felt that those points were even more persuasive in 2022 and referred to people's ability to produce their own food. He commented he understood that those who were against backyard chickens were concerned about noise, disease, and vermin and explained that the data from surrounding cities who allowed backyard chickens were not seeing any of those things. Councilor Griffin commented he was in favor of allowing backyard chickens as long as they followed the rules for keeping chickens. Councilor Young commented that she had received a message on her council page from a former Sherwood resident who now lived in Newberg and had chickens. The former Sherwood resident commented that chickens were fun but attracted rats and raccoons even though they kept their coops clean. Mayor Mays commented that he personally knew of many people who previously had chickens and chose not to continue to keep chickens after several years. He stated he felt the proposed ordinance was a good compromise. Councilor Scott asked regarding the application process and asked what sort of validations the City would be doing before a permit was issued? Community Development Director Hajduk replied that the City would not deny an application because it was against the HOA rules, but there would be a requirement that the applicant check with their HOA. Staff would also confirm lot size and that the applicant met the criteria outlined in the code before a permit was issued. Councilor Scott asked what would happen if an application came in for an address that was recognizably located in an HOA? Ms. Hajduk replied that staff would likely reach out to the applicant to ask that they check with their HOA before they spend the money on the permit or offer the applicant a refund. Councilor Scott asked if a permit was issued to someone in an HOA who was not eligible and their neighbors complained, would the City handle the dispute, or would the City tell the complainant to work through their HOA? Ms. Hajduk replied that the City would not enforce a HOA regulation. Mayor Mays confirmed with Council regarding a second hearing and stated that the proposed ordinance would be back for a second hearing.

Mayor Mays addressed the next agenda item.

8. CITY MANAGER REPORT:

City Manager Keith Campbell reported that a new population sign had been installed by Public Works staff that showed Sherwood's newest population of 20,496. He thanked Public Works Director Craig Sheldon for getting the sign installed.

Mayor Mays addressed the next agenda item.

9. COUNCIL ANNOUNCEMENTS:

Councilor Scott reported he attended the most recent Planning Commission meeting where they held three public hearings, all of which were continued. He commented regarding the duration of the meeting being over 6 hours. He reported that one continued public hearing would be held at the next Planning Commission meeting next week, and the other two would be held later in February. He reported that the Planning Commission would hold a work session to discuss housing choices and would focus on cottage clusters.

Councilor Griffin reported the next Parks and Recreation Advisory Board meeting would be held on February 7th where they would hear a presentation on parks funding. He reported that the Robin Hood Festival Association had announced that the Robin Hood Festival would be held July 15-17th.

Councilor Young reported that she attended the Police Advisory Board meeting where they discussed new policies. She reported that the YMCA Board of Managers had not met recently as they were dealing with staff shortages. She reported she attended the CDBG meeting where they heard grant application presentations and commented grant winners would be announced in the next few weeks.

Councilor Brouse thanked City staff for their hard work during the pandemic. She commented that she was impressed by the amount of services both the Senior Center and the Library were providing to residents. She reported that Senior Center Manager Maiya Burbank had been nominated for Citizen of the Year. She reported that the Sherwood Police Foundation Gala would be held May 14th at the Vine & Sparrow.

Councilor Garland reported he attended the WIF meeting where they heard updates on the continued construction and refinement to the facility. He commented that the WIF was undergoing updates to make the facility earthquake proof. He reported the Cultural Arts Commission had set up a Lunar New Year display at the Arts Center for the month of February. He gave his kudos to Center for the Arts staff for their hard work in providing some in-person events as safely as possible. He reported that the Voices for the Performing Arts would put on their "Frozen Jr." play February 10-11th.

Council President Rosener reported he attended the GPI meeting last week where they discussed the impact Portland had on small city development in the region. He reported he attended the Metro WPES budget forum meeting and recapped Metro's budgeting process. He reported he attended the committee meeting to discuss design options for the Robin Hood parking lot. He attended a CAC meeting for the Sherwood West Relook and recapped the relook process. He commented on the current reported numbers of COVID cases in the region and stated that it was trending in the right direction.

Mayor Mays reported he attended a pre-budget meeting with the WCCCA. He reported Council would soon hear an update on the proposed concept plan for the Robin Hood gravel parking lot and commented he hoped that the project would be completed prior to Cruisin' Sherwood 2023.

10. ADJOURN:

Mayor Mays adjourned the regular session at 7:41 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

City Council Minutes
February 1, 2022
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Keith Mays, Mayor

TO: Sherwood City Council

FROM: Adrienne Doman Calkins, Library Manager
Through: Kristen Switzer, Community Services Director and Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-008, Appointing Deborah Diers to the Sherwood Library Advisory Board

Issue:

Should the City Council appoint Deborah Diers to the Sherwood Library Advisory Board?

Background:

Position 9 on the Library Advisory Board was vacated mid-term by Donna VandeKieft. The City and Library have advertised and received one application from Deborah Diers. The Council Liaison to the board Renee Brouse, Library Manager Adrienne Doman Calkins, and Chair Melanie Dobson interviewed the candidate and unanimously recommended appointment of Deborah Diers to fill the vacancy. The Mayor has recommended this appointment to Council. In accordance with City Council Rules of Procedure, all such appointments are subject to the approval of City Council by resolution.

Financial Impacts:

There are no financial impacts from this proposed action.

Recommendation:

Staff respectfully recommends City Council's adoption of Resolution 2022-008, appointing Deborah Diers to the Sherwood Library Advisory Board.



RESOLUTION 2022-008

APPOINTING DEBORAH DIERS TO THE SHERWOOD LIBRARY ADVISORY BOARD

WHEREAS, a vacancy exists on the Library Advisory Board due to a member resigning mid-term; and

WHEREAS, the term of office for this vacancy expires in June 2023; and

WHEREAS, the City advertised the vacancy on the City website, Sherwood Public Library website, social media, print publications, and onsite at the Library; and

WHEREAS, Deborah Diers applied to be appointed and was interviewed by the interview panel; and

WHEREAS, the interview panel considered all of the applicants and recommended to the Mayor that Deborah Diers be appointed to fill the vacancy; and

WHEREAS, the Mayor has recommended to City Council that Deborah Diers be appointed; and

WHEREAS, in accordance with Council Rules of Procedure, all such appointments are subject to the approval of the City Council by resolution.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The Sherwood City Council hereby appoints Deborah Diers to position 9 of the Sherwood Library Advisory Board for a term expiring at the end of June 2023.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 15th day of February 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Maiya Martin Burbank, Marjorie Stewart Senior Community Center Manager
Through: Kristen Switzer, Community Services Director, Keith D. Campbell, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2022-009, Authorizing the City Manager to sign an Intergovernmental Agreement for the Washington County Older Adult Nutrition Program for program years 2022-2023

Issue:

Should the City Council authorize the City Manager to sign an intergovernmental agreement for the Washington County Older Adult Nutrition Program for program years 2022-2023?

Background:

The Older Americans Act (OAA) of 1965 established the Administration on Aging within the Department of Health, Education and Welfare. The 1972 creation of Title VII of the OAA authorized funds for a national nutrition program for the elderly and a further 1973 amendment authorized the distributions of OAA funds for multipurpose senior centers. The OAA is considered to be a major vehicle for the organization and delivery of social and nutrition services to older Americans and their caregivers.

In July of 2017, Meals on Wheels of Portland (MOW) withdrew from oversight of the Marjorie Stewart Senior Center (MSSC) in Sherwood at which time the City of Sherwood assumed administration of the building and its programming. This change in governance ceased the utilization of OAA funds by the MSSC through the loss of MOW involvement. This Intergovernmental Agreement with Washington County will bring financial support to our local older adult nutrition program and further our ongoing relationship with Washington County. The agreement being considered does not contain an automatic renewal clause but applications for renewal are anticipated to be available at the conclusion of the 2022-2023 funding allowance. The complete Service Contract is attached. In summary, the service contract includes:

- Funding payment of \$8.00 per meal served to individuals over the age of 60.
- Additional funding 20% of monthly meals billed added for program administration.
- Not to exceed \$67,145.00 between Jan. 1, 2022 and June 30, 2022.
- Not to exceed \$124,000 between July 1, 2022 and June 30, 2023.
- Funding of additional \$5,000.00 for safety and compliance expenses upon reopening congregate meal site.

Recommendation:

Approve Resolution 2022-009, Authorizing the City Manager to Sign an Intergovernmental Agreement for the Washington County Older Adult Nutrition Program for program years 2022-2023.



RESOLUTION 2022-009

AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR THE WASHINGTON COUNTY OLDER ADULTS NUTRITION PROGRAM FOR PROGRAM YEARS 2022-2023

WHEREAS, The Older Americans Act (OAA) of 1965 established the Administration on Aging within the Department of Health, Education and Welfare and reauthorized for FY 2020-2024 through P.L. 116-131; and

WHEREAS, the 1972 creation of Title VII of the OAA authorized funds for a national nutrition program for the elderly and a further 1973 amendment authorized the distributions of OAA funds for multipurpose senior centers; and

WHEREAS, the OAA is considered to be a major vehicle for the organization and delivery of social and nutrition services to older Americans and their caregivers; and

WHEREAS, the July 2017 withdrawal of Meals on Wheels from administration of the Marjorie Stewart Senior Community Center ceased the utilization of OAA funds by the Marjorie Stewart Senior Community Center through the loss of Meals on Wheels involvement; and

WHEREAS, this Intergovernmental Agreement with Washington County will bring financial support to the City of Sherwood through the older adult nutrition program at the city-administered Marjorie Stewart Senior Community Center; and

WHEREAS, the intergovernmental agreement for Washington County Older Adult Nutrition Services for program years 2022-2023 is attached as Exhibit A.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign an Intergovernmental Agreement for the Washington County Older Adult Nutrition Program for program years 2022-2023 in a form substantially similar to the attached Exhibit A.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 15th day of February 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



WASHINGTON COUNTY OREGON

Contract No:

SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon ("County"), and _____ ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1 This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2 All work shall be performed in a professional manner and unless the means or method of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used in the industry, in accordance with industry standards. County's authorized representative shall have access to and the right to inspect the work at all times. Defective work shall be corrected at Contractor's expense.
- 1.3 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work in this contract. Unless otherwise specified in this contract, Contractor shall obtain all permits necessary to perform the work. Failure to comply shall constitute a material breach of this contract.

SECTION 2 - CONSIDERATION

- 2.1 Contractor shall perform the work described in Attachment A, in consideration for which County agrees to pay for the work in the manner as further described in this contract.
- 2.2 The maximum amount payable under this contract is \$ _____; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3 If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4 Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 – CONTRACT TERM

- 3.1. The effective date is: _____, or upon final signature, whichever is later.
- 3.2. The expiration date is: _____, unless otherwise amended.

- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 4 – ADDITIONAL DOCUMENTS AND ATTACHMENTS

- 4.1 The following documents are incorporated into this contract:

- ☐ Solicitation # _____.
- ☐ Contractor's response dated _____.

- 4.2 The following Attachments are incorporated into and made a part of this contract:

- ☒ Attachment A – Statement of Work/Schedule/Payment Terms
- ☐ Attachment B - Modifications to Contract Terms and Conditions
- ☐ Attachment C – Insurance Requirements Summary Form
- ☐ Attachment D - Federal Certifications
- ☐ Attachment E – State Insurance Program Requirements
- ☐ Attachment F – Business Associate Agreement
- ☐ Attachment G – PREA Policy Agreement
- ☐ Attachment J - Catalog of Federal Domestic Assistance
- ☐ Attachment Other – Prevailing Wage Standards
- ☐ Attachment Other - _____
- ☐ Other - _____

- 4.3 In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract, as modified by Attachment B, Attachment C, Attachment D, Attachment E, Attachment J and Prevailing Wage Standards; Attachment A; the remaining attached items checked in section 4.2; the Solicitation; and Contractor's response.

SECTION 5- COUNTY CONTRACT ADMINISTRATOR

Contract Administrator Name: _____

Telephone: _____

Email: _____

Address: _____

Mailstop: _____

City/State/ZIP: _____

CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract or assign or transfer any of its interest in this contract, without the prior written notice to County. County shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.** ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.
8. **Independent Contractor.**
 - 8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
 - 8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.
 - 8.3 Contractor is solely responsible for payment of any federal, state or local taxes applicable to any payments paid to Contractor under this Agreement including, but not limited to, payment of the corporate activity tax imposed under HB 3427 (2019 Oregon legislative session). Contractor may not include its federal, state or local tax obligations as part of the cost to perform under this Agreement. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement.

8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9 **Environmentally Preferred Products/Material Safety Data Sheets.** Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

10. **Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. **Termination.**

11.1 This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
- c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.
- d. County may terminate this contract immediately upon declaration of bankruptcy by Contractor or Contractor is taken into receivership.

11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

11.4 In addition to its other rights to terminate, either party may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to the other party. During this thirty-day period, each party shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the other party from such winding down and cessation of services.

11.5 The rights and remedies of each party provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.

11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract

13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
 - 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
 - 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
 - 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
 - 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
19. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
20. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations,

excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.

21. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
22. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Workplace Discrimination, Harassment and Retaliation Prevention Policy, Workplace Violence Prevention Policy, Smoke Free Campus Policy and Personal Information Protection Policy. All subcontracts shall also comply with these provisions.
23. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
24. **Insurance.** Contractor shall provide insurance coverage and limits as described in the Attachment C Insurance Requirements Summary Form.
25. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
26. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
27. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debars Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
28. **Security of Information**
 - 28.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document

containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

28.2 No County Contractor will print a person's full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

28.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

29. Performance Standards. Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the established industry or business performance standards most closely involved in providing the goods or services.

30. Remedies. The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
- c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

31. Whole Contract. THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT

SECTION 6 – SIGNATURES

FOR CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Authorized Signature

Date

Printed Signatory Name

Title

Business Name or DBA(Check Payable to): _____

Address: _____

City, State, Zip: _____

Email: _____

CCB Number and/or DUNS Number (if applicable): _____

Contractor Contact Person:

Contractor Contact Person: _____ Phone: _____

Contractor Contact Email: _____

FOR COUNTY:

Authorized Signature

Date

Printed Signatory Title

ATTACHMENT “A”

ATTACHMENT “A”

Statement of Work/ Payment Terms

1.0 Statement of Work

Contractor shall provide Congregate Meals and Site Management at minimum once daily, five days per week to persons who are 60 years of age or older or under 60 with an Alzheimer’s or related dementia. Contractor may provide other sources of older adult nutrition such as grab and go, or home delivered meals during the COVID-19 pandemic and during the recovery period until it is safe to reopen the congregate meal site.

1.1 Nutrition Programs Service Description

Contractor will provide a variety of meal options and services for congregate meal clients which meet the diversity of needs, preferences, and identified health and nutritional needs of Washington County residents. Contractor will provide hot meals or appropriate alternatives at each meal.

1.2 Designated Meal Sites

Contractor shall provide service and meal site management of one congregate site, established in: Washington County.

1.2.1 Closures

Contractor shall notify County five (5) working days in advance of any change in operating hours, temporary closure, or relocation of the meal site. In the case of unanticipated closures, Contractor shall immediately notify County.

1.2.2 Pandemic Response

Contractor may provide other sources of older adult nutrition such as grab and go, or home delivered meals during the COVID-19 pandemic and during the recovery period until it is safe to reopen congregate meal sites. Once congregate meal sites fully reopen, County encourages contractor to serve as many meals on site as possible.

1.3 OAA Congregate Eligibility Criteria

The congregate program is designed to help increase the nutrient intake and to prevent health deterioration and social isolation of participants.

1.3.1 Congregate meals will be available to persons who are 60 years of age or older, and their spouses, regardless of age, and to individuals with disabilities who reside at home with and accompany older individuals.

1.3.2 Congregate meals may also be made available to disabled persons under 60 years of age who reside in housing facilities where congregate meals are served, and which are primarily occupied by persons age 60 and older.

1.3.3 Area agencies on aging (AAA’s) have the authority to establish procedures that allow the option to offer a meal, on the same basis as meals provided to

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participating older individuals, to volunteers, regardless of age, who provide volunteer services during meal hours per OAA Section 339 (2)(H).

1.4 Choosing a Site

Contractor is responsible for finding an appropriate congregate meal site where food can be prepared and from where food can be served. The site also needs to have plenty of space for tables, chairs, and activities.

1.5 Site Management

Site management is important to the success of a comprehensive, safe and vital meal program. A successful program should include, but is not limited to, these components:

- a. Staffing: To be knowledgeable of the aging network system and services, sensitive to aging issues and competent in food service management.
- b. Programming: To provide interactions that meet client interests and needs.
- c. Services Referral: To help clients become familiar with community resources.
- d. Outreach to the Community: To create public awareness of the meal program and other available services.
- e. Volunteer Opportunities: To provide a volunteer program that cultivates purposeful and responsible involvement.
- f. Administrative: To provide consistent and accurate required reporting, monitoring of budget and fundraising activities, and other duties as needed.
- g. Accessibility: Be ADA compliant, have good parking, access to transportation, be easily visible and open to the public, have acoustics that support individual and group conversations, have accessible bathrooms, and be in a safe and well-maintained location.
- h. Inclusion: Provide a welcoming atmosphere that downplays institutionalization, has adequate lighting, be conveniently located to focus populations, have exterior and interior signage in multiple languages, have ground rules and operating agreement, and have a policy to address bias and discrimination.

1.5.1 Food Service, Sanitation, and Safety

Contractor shall comply with all applicable federal, state and local code regulations relating to the public health, safety, and welfare of food preparation as required in all stages of food service operation.

1.5.2 Criminal History Checks

Contractor shall comply with OAR 407-007-200 through OAR 407-007-0370, OAR 407.007, ORS 181a.195 through 181a.200, and ORS 443.004 pertaining to Criminal Records and Abuse Checks and will conduct background checks for all employees and volunteers.

1.5.3 Participant Input

Contractor will establish a means of soliciting participant input on appropriate matters relating to Congregate Program services. Information may be obtained through focus groups, advisory councils, suggestion boxes, or surveys. Suggestions may come from food production staff, site managers, home-

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delivered meal drivers, and food purveyors. Contractor will develop a procedure for addressing and documenting this input, inform County of incident reports which may involve the County, and provide annual survey results to county.

1.5.4. Washington County Partnership

Contractor will include Washington County logo or name in appropriate marketing materials, indicating support by County. This includes website, newsletters, fundraisers, and center promotional signage.

1.6 Food and Menu Planning

Oregon State Community Services and Supports Unit (CSSU) encourages every attempt to include the key nutrients and recommendations that influence chronic disease and the health of older Oregonians when developing menus for the senior nutrition programs. Oregon CSSU also acknowledges that a number of variables affect the ability to fulfill all nutrient requirements.

1.6.1 Provision of Food

Contractor has the option of either cooking their own meals on site or contracting with a restaurant(s). If contractor uses restaurant(s), then contractor will be responsible for locating, and contracting with, the restaurant(s) to provide nutritionally and culturally appropriate meals for consumers participating in the congregate meal program. Contractor shall ensure that their kitchen or the restaurant(s) follow applicable federal, state and local code and regulations relating to the public health, safety, and welfare of food preparation as required in all stages of food service operation. Contractor shall ensure that all meals served meet OAA and Oregon Nutrition Standards.

1.6.2 Nutritionally Appropriate Meals

Menu standards are developed to sustain and improve client's health through the provision of safe and nutritious meals using specific guidelines, which must be considered in menu planning. To help ensure that menus will address the nutritional needs of the older adult, menu planning should be designed to:

- a. Include a variety of foods, especially fruits, vegetables, and whole grains.
- b. Avoid too much total fat, saturated fat, trans fat and cholesterol. Encourage mono and poly unsaturated fats.
- c. Include foods with adequate complex carbohydrates and fiber. Avoid too much refined carbohydrates and added sugars.
- d. Encourage nutrient dense foods.
- e. Avoid too much sodium by using salt free herbs and spices, cooking from scratch, and utilizing less processed and manufactured foods.
- f. Provide an appropriate number of calories to help maintain ideal body weight.

1.6.3 Culturally Appropriate Meals

Culturally appropriate meals will provide nutrition in accordance with OAA and Oregon Nutrition Standards while adhering to traditional seasonings, cooking

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styles, food choices and religious preferences that are suitable for the communities served.

1.7 NAPIS Documentation and Reporting

Contractor will make every effort to obtain the minimum required NAPIS data, which includes the OAA Nutrition Risk from each meal site participant and submit NAPIS intake forms for new meal site participants to County monthly.

1.7.1 The NAPIS data should be updated annually on each participant. Clients who decline to provide NAPIS data may not be denied service.

1.7.2 Contractor shall work with County to ensure all reporting requirements requested at the County, State and Federal level are met.

1.8 Meal Donations

Voluntary contributions shall be allowed and may be solicited if the method of solicitation is non-coercive OAA Section 315(b)(1). The AAA and service providers shall not deny services to any individual who does not contribute to the cost of the service, nor conduct means testing to determine eligibility OAA Section 315(b)(3).

A clearly visible and easy-to-read sign may be posted near the entrance and/or the sign-in area stating the actual cost of the meal, suggested donation and statement that meal recipients under 60 must pay the full cost of the meal.

Volunteers offered the option of a meal on the same basis as meals provided to participating older individuals, should be encouraged to donate towards the cost of their meal.

1.8.1. Donations for Congregate Programs

Contractor will develop a strategy that allows meal participants an opportunity to voluntarily contribute to the cost of the service while protecting the privacy and confidentiality of each participant with respect to whether a contribution was made or not made. Contractor shall set up and maintain confidential donation containers in congregate dining sites to ensure donations remain confidential. Supplemental Nutrition Assistance Program (SNAP) benefits may also be used as donations. Nutrition providers shall clearly inform each meal participant that there is no obligation to contribute and that the contribution for congregate meal(s) is purely voluntary. OAA Section 314(b)(4)(B-C).

1.9 Emergency Planning

Contractor shall have a written emergency plan which describes their organization's actions should an emergency happen at the congregate meal site or in case of site closures due to inclement weather, natural disasters, or other emergency situations. Contractor will provide County with a copy of their emergency planning document annually (every July) for review. The emergency plan shall include, but is not limited to,

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a procedure for contacting emergency services if needed, a plan to communicate with participants in case of closure, and a plan to communicate emergencies/closures to the County.

1.9.1 Congregate meal participants shall be advised to keep an emergency food shelf at home in case of inclement weather that prevents travel to the congregate site or other such emergencies.

2.0 Payment Terms

Contractor agrees to provide said services to the County and County agrees to compensate Contractor for services rendered. **Said fees for entire contract term January 1, 2022 – June 30, 2023 are not to exceed (NTE) \$196,145.00.**

For January 1, 2022 – June 30, 2022 total amount contractor can invoice is \$67,145.00.

OAA C1	\$ 10,145.00
County ARPA	\$ 57,000.00
Total	\$ 67,145.00

For July 1, 2022 – June 30, 2023 total amount contractor can invoice is \$124,000.00

OAA C1	\$ 45,000.00
OAA ARPA C1	\$ 79,000.00
Total	\$124,000.00

2.0.1 Contractor is awarded an additional **\$5,000.00** total to be invoiced for safety and compliance expenses upon reopening of the congregate meal site. Examples of eligible expenditures are PPE, hand sanitizer, sanitizing wipes, etc. These funds are to be billed to the County as they are used for purchasing safety and compliance items. Invoiced expenditures for safety and compliance funds must include receipts and/or documentation of purchases.

2.0.2 These amounts may vary as a result of future funding. There is no guarantee that the total available funding will be awarded. Number of meals served, and individual needs of participants will affect funding. Program income will be collected by the contractor and reinvested into the nutrition program.

2.0.3 Contract is funded through State of Oregon/DHS IGA #171495, Older Americans Act Title III C1 funds and OAA ARPA funds which both fall under CFDA #93.045, and through County ARPA dollars with a CFDA #21.027.

2.0.4 Contractor shall submit monthly invoices based on actual nutrition service costs incurred and on administrative costs but each monthly invoice shall not be for more than 1/6 of the total amount for January 1, 2022 – June 30, 2022 or for more than 1/12 of the total amount for July 1, 2022 – June 30, 2023.

ATTACHMENT “A”

2.0.5 Meal funds shall be paid by the County to the Contractor as a per meal reimbursement rate of \$8.00. Contractor is allowed to bill for administrative costs on top of the \$8.00 per meal rate. However, administrative costs shall not exceed 20% of total meal cost per invoice period. For example, if contractor bills \$4000 per month for meals, they cannot bill for more than \$800 in admin costs for that same month. Administrative costs are to include space rent, staff time, technology, mileage, etc.

2.0.6 Older Americans Act (OAA) rules stipulate that OAA III C-1 and OAA ARPA C1 shall comprise no more than 85% of Nutrition Program funding. Contractor must match all OAA funds, cash or in-kind, by a multiplier of .1182. County agrees to accept monthly documented volunteer hours for required OAA in-kind match. Also, any administrative costs not covered by the allowed 20% can be used to meet the in-kind requirements of the OAA. No match is required of County ARPA funding.

2.07 Invoices and supportive billing documentation shall be sent to County in one of three ways:

By Mail to:

Washington County DAVS
Attention: Accounts Payable
155 N. First Ave., MS 44
Hillsboro, OR 97124

Or by fax to:
503-846-3065

Or by secure email to:
davsinfo@co.washington.or.us

2.1 Monthly Statements

Contractor agrees to submit a completed monthly invoice to County by the 15th of the following month on a form provided by or approved by County. County agrees to make payments to Contractor on a Net 30-day basis of date in which invoice was received unless pre-payment arrangements have been negotiated.

2.2 Records, Reporting, and Administrative Requirements

The Older Americans Act Section 307(a)(7)(A) requires assurance of fiscal control and fund accounting procedures to ensure proper disbursement of, and accounting for, federal funds paid to contract or grant recipients. Contractor shall adhere to the required methodologies as outlined in the OAA, as stated in the Oregon Congregate and Home-Delivered Nutrition Program Standards.

ATTACHMENT “A”

- 2.2.1** Contractor will establish a record and reporting system to compile program and fiscal information to facilitate internal and external monitoring and evaluation.
Contractor will submit monthly reports to County in a format agreed to by County.

2.3 Fiscal Audits

Contractor will comply 2 CFR part 200 subpart F audit requirements and will provide audit report to County annually.



ATTACHMENT B

MODIFICATION(S) TO STANDARD TERMS AND CONDITIONS

The following sections of the Standard Contract Terms and Conditions are modified as follows:

The Standard Contract Terms and Conditions are modified as follows:

32. Use of Funds and Compliance with the ARPA Act. Contractor understands and agrees funds provided under this Contract are an allocation from the American Rescue Plan (“ARPA”), signed into law on March 11, 2021 and Coronavirus State and Local Fiscal Recovery Funds (“Fiscal Recovery Funds”). Contractor understands and agrees that any services provided by this Contract will adhere to official federal guidance issued or to be issued as to what constitutes a necessary expenditure. Contractor has reviewed the guidance established by the U.S. Department of the Treasury and warrants and represents that all services and expenditures will meet the required guidance. Contractor agrees it will not use Fiscal Recovery Funds for services or expenditures not provided between March 3, 2021 and December 31, 2024 and Fiscal Recovery Funds not expended by December 31, 2026 shall be returned to the County.

33. Fund Record Keeping. Contractor shall keep records and retain documentation of all services provided and all uses of the Fiscal Recovery Funds, including but not limited to invoices and/or sales receipts, as may be applicable, in a manner consistent with §200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit.

34. Disbursements Remain Subject to Recovery. All disbursements and payments under this Agreement, remain subject to recovery from Contractor, in accordance with Recovery of Funding section below:

34.1 Notice of Underexpenditure, Overexpenditure, or Misexpenditure. If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement, County shall provide Contractor with written notice thereof, with a detailed spreadsheet providing supporting data of an under, over or misexpenditure, and County and Contractor shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

34.2 Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

(a) Contractor’s Response. Contractor shall have 90 calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If Contractor fails to respond within that 90 calendar-day time period, Contractor shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.

(b) Appeals Process. Upon receipt of the final notice, if Contractor notifies County that it wishes to engage in the Appeals Process, Contractor and County shall engage in non-binding discussions to give the Contractor an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to

reconsider its notice. Contractor and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At Contractor request, County will meet and negotiate with Contractor in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, Contractor and County may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If County and Contractor reach agreement on the amount owed to County, Contractor shall promptly repay that amount to County by issuing payment to County. If County and Contractor are unable to agree to whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including mediation and arbitration.



ATTACHMENT B-1

MODIFICATION(S) TO STANDARD TERMS AND CONDITIONS

The following sections of the Standard Contract Terms and Conditions are modified as follows:

Section 23 is replaced with the following:

23. Indemnification and Hold Harmless.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party



ATTACHMENT C

INSURANCE REQUIREMENTS SUMMARY FORM

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.**

☐ Not Required.

☐ **COMMERCIAL GENERAL LIABILITY INSURANCE** with limits of not less than:

☐ \$500,000 / \$1,000,000

☐ \$1,000,000/\$2,000,000

☐ \$2,000,000 / \$4,000,000

☐ Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.

☐ **ADDITIONAL INSURED ENDORSEMENT** not required.

2. **AUTOMOBILE LIABILITY INSURANCE.** Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.

☐ Not required.

☐ **AUTOMOBILE LIABILITY INSURANCE** with a combined single limit per accident, or the equivalent of not less than:

☐ \$1,000,000

☐ \$2,000,000

☐ Other: \$ _____ each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

☐ No requirement in excess of that required under state law.

☐ Automobile Liability Additional Insured Endorsement is not required.

3. **PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.

☐ Not required.

☐ PROFESSIONAL LIABILITY INSURANCE with limits of not less than:

☐ \$1,000,000/\$2,000,000

☐ \$1,000,000/\$3,000,000

☐ \$2,000,000/\$4,000,000

☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. ☐ **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

☐ OTHER: \$ _____

5. **OTHER COVERAGE(S) REQUIRED**

- A. ☐ **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than

☐ \$1,000,000

☐ Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND

☐ \$1,000,000

☐ Other: \$ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

- B. ☐ **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than \$_____ each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.

- C. ☐ **CYBER LIABILITY INSURANCE** with limits of not less than

☐ \$1,000,000

☐ Other: \$ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

- D. ☐ **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than
☐ \$1,000,000
☐ Other \$ _____ each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.
- E. ☐ **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.
- F. ☐ **BUILDER'S RISK** \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.
- G. ☐ **OTHER** (describe coverage and limits):

NOTES:

Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.



ATTACHMENT E

STATE INSURANCE PROGRAM REQUIREMENTS

1. In addition to the requirements of Section 24 of the Standard Contract Terms and Conditions, Contractor agrees 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 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 Contractor or any of the officers, agents, employees or subcontractors of 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 Contractor from and against any and all Claims.
2. As part of the requirements of Section 25(7) of the Standard Contract Terms and Conditions, Contractor shall, also name the State of Oregon, its officers, employees and agents as Additional Insureds with respect to Contractor’s activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance or self insurance.



☐ **BUSINESS ASSOCIATE AGREEMENT**
☐ **ATTACHMENT F - BUSINESS ASSOCIATE AGREEMENT**

Washington County ("Covered Component") and Contractor ("Business Associate") have entered into one or more agreements ("Services Agreement") pursuant to which Business Associate is providing services to Covered Component that require the disclosure and use of Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This agreement ("Agreement") sets forth the terms and conditions pursuant to which PHI that is provided by, or created, transmitted, maintained or received by, the Business Associate from or on behalf of Covered Component, will be handled between Business Associate and Covered Component and with third parties during the term of each Services Agreement and after its termination.

ARTICLE 1. Terms

- 1.1 Terms used, but otherwise not defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164 (HIPAA Regulations), and as amended.
- 1.2 Individual. "Individual" shall mean the person who is the subject of the PHI.
- 1.3 Protected Health Information (PHI), as defined in the Privacy Rule, shall mean any PHI received, used, created, transmitted, maintained or disclosed by Business Associate from or on behalf of Covered Component or to provide a service to the Covered Component.
- 1.4 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

ARTICLE 2. Obligations and Activities of Business Associate

Business Associate shall:

- 2.1 Not create, receive, maintain, use or disclose PHI other than as permitted or required by this Agreement or as provided by law. Business Associate shall create, transmit, receive, maintain, use or disclose only the minimum necessary PHI to fulfill its obligations to Covered Component or as otherwise imposed by law.
- 2.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Rules) with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- 2.3 Mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, its subcontractors or agents in violation of this Agreement or HIPAA regulations.

- 2.4 Report to Covered Component any use or disclosure of PHI or other data and security breaches by Business Associate or its subcontractors not provided for by this Agreement or permitted under HIPAA regulations of which it becomes aware. Report must:
- 2.4.1 Be in writing and provide an individual's contact information if needed for Covered Component's follow up communications,
 - 2.4.2 Be made to Covered Component without unreasonable delay and no later than five (5) calendar days after discovery of the breach. A breach is considered discovered as of the first day on which the breach is known, or reasonably should have been known, to Business Associate, subcontractor of Business Associate, or any employee, officer or agent of Business Associate, other than the individual committing the breach,
 - 2.4.3 Include the Individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of a breach and the types of PHI involved,
 - 2.4.4 Include the date of the breach and date of discovery of the breach,
 - 2.4.5 Include description of what Business Associate is doing to investigate the breach, to mitigate loss, and to protect against any further or future breaches,
 - 2.4.6 Provide all information necessary for Covered Component to notify impacted Individuals under 45 CFR 164.404 without unreasonable delay after Business Associate's discovery of the breach, and
 - 2.4.7 Provide any and all information, including preparation of reports or notices, needed for Covered Component to provide notification required under 45 CFR 164.406 and 164.408, as required or requested by Covered Component.
- 2.5 Ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.
- 2.6 Provide Covered Component with access to PHI in a designated record set, at the request of Covered Component, within five (5) business days of request or, as reasonably directed by Covered Component, to an Individual to meet the requirements under 45 CFR § 164.524 and applicable state law. Business Associate must forward any request for access received directly from Individual to Covered Component within two (2) business days of receipt.
- 2.7 Make any amendment(s), or add a statement of disagreement from the Individual, to PHI in a designated record set that the Covered Component directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Component or an Individual. Such amendment(s) shall be made within thirty (30) calendar days of the request of the Covered Component or Individual. Business Associate must forward any request for amendment received directly from Individual to Covered Component within two (2) business days of receipt. Any approval or denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Component.
- 2.8. To the extent that Business Associate is to carry out one or more of Covered Component's obligations under Subpart E of 45 CFR Part 164 (Privacy Rules), comply with the requirements of Subpart E that apply to the Covered Component in the performance of such obligations.
- 2.9 Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, available to the Secretary or Covered Component within the time frame designated by the Secretary or Covered Component, for purposes of determining compliance with HIPAA regulations. Business

Associate shall provide to Covered Component a copy of any documentation that Business Associate provides to the Secretary at the same time as providing such documentation to the Secretary.

- 2.10 Document such disclosures of PHI and information related to such disclosures as are required for Covered Component to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and provide an accounting within fifteen (15) business days of direction to do so from Covered Component. Business Associate must forward any request for accounting of disclosures received directly from Individual to Covered Component within two (2) business days of receipt.
- 2.11 Forward to Covered Component within two (2) business days of receipt of any request for restrictions or confidential communications under 45 CFR 164.522 received directly from Individual. Business Associate must process any agreed upon request in the time and manner specified by Covered Component.
- 2.12 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Component pursuant to Subpart C of 45 CFR Part 164 (Security Rules).
- 2.13 Ensure that any agent, including a subcontractor to whom it provides electronic protected health information agrees to implement reasonable and appropriate safeguards to protect it.
- 2.14 Report to Covered Component, any Security Incident of which it becomes aware. Notwithstanding the foregoing, Security Incidents shall not include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- 2.15 Comply and require its subcontractors and agents to comply with each applicable requirement of the HIPAA Electronic Transactions Rule under 45 CFR Parts 160 and 162 and of any operating rules adopted by the U.S. Department of Health and Human Services (HHS) with respect to the standard transactions if Business Associate conducts in whole or part electronic transactions on behalf of Covered Component for which HHS has established standards.
- 2.16 Shall defend and indemnify Covered Component from all civil actions and monetary penalties imposed as a result of a breach or violation of HIPAA by Business Associate and shall reimburse Covered Component for all of Covered Components costs associated with notification requirements of HIPAA because or related to a breach by Business Associate.

ARTICLE 3. Permitted Uses and Disclosures by Business Associate

- 3.1 Business Associate is authorized to create, receive, maintain, transmit, use or disclose PHI for the express purpose(s) described in the underlying Services Agreement, provided that nothing in this Agreement authorizes Business Associate to create, receive, transmit, maintain, use or disclose PHI in violation of HIPAA Regulations or any more stringent state law provisions.
- 3.2 Except as otherwise allowed for in this Article 3, Business Associate may not use or disclose PHI in a manner that would violate Subpart E of CFR Part 164 (Privacy Rules) if done by Covered Component.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI:

3.3.1 For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3.2 For the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains, in writing, reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person immediately notifies, in writing, the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3.3 For Data Aggregation services relating to health care operations of Covered Component as required by Covered Component.

3.4 Business Associate may use or disclose PHI as Required by Law.

3.5 Business Associate assures Covered Component that Business Associate will safeguard all PHI according to the terms of this Agreement and HIPAA Regulations.

3.6 Business Associate may use and disclose PHI to de-identify information in accordance with 45 CFR § 164.514 if included in the Services Agreement.

ARTICLE 4. Obligations of Covered Component

4.1 Upon request by the Business Associate, Covered Component shall provide Business Associate with a copy of its Notice of Privacy Rights, and any amendments, to the extent that they may affect Business Associate's creation, maintenance, transmission, receipt, use or disclosure of PHI.

4.2 Covered Component shall notify Business Associate of any restrictions, changes in, or revocation of, permission by Individual to receipt, use or disclosure of PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

ARTICLE 5. Permissible Requests by Covered Component

5.1 Covered Component shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of CFR Part 164 (Privacy Rules) if done by Covered Component unless the Business Associate will use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

ARTICLE 6. Term and Termination

6.1 Term. This Agreement shall be effective upon execution, and shall terminate when the Services Agreement terminates or on the date either party terminates for cause as authorized in Section 6.2 of this Agreement.

6.2 Termination for Cause. Upon the Covered Component's or Business Associate's knowledge of a material breach by the other party, the Covered Component or Business Associate may either:

- a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement and the Services Agreement(s) if the breaching party does not cure the breach or end

the violation within ten (10) business days. The breaching party shall notify, in writing, the actions taken to cure the breach or end the violation; or

- b. Immediately terminate this Agreement and the Services Agreement(s) if the breaching party has breached a material term of this Agreement and cure is not feasible..

6.3 Effect of Termination

- a. Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Component, or created or received by Business Associate on behalf of Covered Component. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors or agents shall retain no copies of the PHI.
- b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, and Covered Component agrees, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- c. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any PHI in the possession of the subcontractor or agent, the Business Associate shall require the subcontractor or agent to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible

ARTICLE 7 Miscellaneous

- 7.1 Amendment. Covered Component and Business Associate shall take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Component to comply with the requirements of the HIPAA Regulations and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 7.2 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.3 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Component to comply with the HIPAA Regulations.
- 7.4 Other Laws. Nothing herein shall be construed as authorizing either party to fail to comply with any other applicable law relating to health care records, as provided in the preemption provisions of 45 CFR 160. §§ 201-.205.

BUSINESS ASSOCIATE

Name: _____

By: _____
Authorized Signature

Print Name: _____

Title: _____

Address

City, State, Zip

Email CCB Number and/or
DUNS Number (if applicable)

COVERED COMPONENT

Name: Washington County

By: _____
Authorized Signature

Title: _____

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: _____ Phone: _____

Contract Administrator Email: _____

ATTACHMENT J - Contractor

Required for all Agreements that are funded in whole or in part by Federal Grant Funds
Clauses required in non-Federal entity's contracts
Source: 2 CFR Part 200, Appendix II

Catalog of Federal Domestic Assistance (CFDA) number(s) of federal funds to be paid through this Agreement:

AUDIT CLAUSES

Recipient shall comply with the following applicable provisions below.

Audits/Costs

- A. Recipients receiving federal funds in excess of \$750,000 from all sources in the Recipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement shall at Recipient's own expense submit to County a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to County the annual audit of any subrecipients(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.
- B. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform and audit, costs for performance of that audit shall not be charged to the grant.
- C. Subrecipient shall save, protect and hold harmless County from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

Maintenance of Financial Records

Recipient must maintain auditable financial records per generally accepted accounting principles and in accordance with OAR 309-013-0075 through 0220 and in sufficient detail to permit County or the State to verify how any payments received under this Agreement were expended.

Access to Records

Recipient agrees to permit a program reviewer or an auditor of the Federal, State, or County government or their agents to have access to records and financial statements as may be necessary. Access to records by the County or State may be with notice or without notice. Any refunds to or disallowances by the Federal Government, the

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State, or the County resulting from audits shall be the sole responsibility of Recipient for payment to the Federal Government, the State, or the County.

Cost Principles

The parties agree to comply with any applicable cost principles established for determining the allowable costs incurred as set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), OR circulars superseded by 2 CFR 200 (OMB Circular A-87 (State and Local Governments), OMB Circular A-122 (Nonprofit Organizations), OMB Circular A-21 (Institutions of Higher Learning), 45 CFR Part 74 (Appendix E Hospitals), FAR 48 Subpart 31.2 (For profit Organizations). The parties further agree to comply with, as applicable, the administrative standards for grants set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Financial Reports

Recipients determined to be sub-recipients of Federal funds who receive Federal awards during the current contract year from County shall provide County with a Financial Report prepared in accordance with generally accepted accounting principles upon which an independent certified public accountant has expressed an opinion. Such report shall account for funds received during the County's fiscal year, July 1 through June 30, or any part of the County's fiscal year occurring during the term of this Agreement. The report must be submitted within six months of the Recipient's fiscal year end. If the Recipient is unable to meet the deadline, they may request, in writing, an extension of up to three months. Failure to provide County with the annual Financial Report may result in withholding of payments due to the Recipient or termination of this agreement. If the Recipient has a different fiscal year from the County, then the report shall account for funds received during the Recipient's fiscal year.

Expenditure Records

Recipient shall document the expenditure of all funds paid to Recipient under this Agreement. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Recipient under this contract were expended.

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Clauses required in non-Federal entity's contracts

Source: 2 CFR Part 200, Appendix II

Recipient shall comply with all applicable provisions below.

- (A) **Administrative, contractual, or legal remedies** are addressed in County Contract Agency General Conditions (Sections 4, 5, 7, 8, 11, 13, 24, 25, and 31) as well as other applicable provisions in the Agreement and Attachments
- (B) **Termination provisions** are addressed in County Contract Agency General Conditions (Section 11) as well as other applicable provisions in the Agreement and Attachments
- (C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.
- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

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Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the funding for this Contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689). *Addressed in County Contract Agency General Conditions (Sections 15 and 28) as well as other applicable provisions in the Agreement and Attachments.*

(I) 2 CFR Section 200.322 Procurement of recovered materials. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

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1. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
6. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
7. The prohibitions in subsections 5 and 6 of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
8. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation

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shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

1. CFDA Number:

CFDA Name:

Amount \$

2. Federal Award Identification:

i. Contractor name (must match DUNS name):

ii. Contractor DUNS number:

ATTACHMENT R COVID-19 RESPONSE

**Required for all Agreements that are funded in whole or in part by Federal Grant Funds
Clauses required in non-Federal entity's contracts
Source: 2 CFR Part 200, Appendix II**

Catalog of Federal Domestic Assistance (CFDA) number(s) of federal funds to be paid through this Agreement: 21.027 ☒

Contractor or Sub-Recipient Determination - Washington County determines that:

☐ Recipient is a sub-recipient;

OR

☒ Recipient is a contractor

AUDIT CLAUSES

Recipient shall comply with the following applicable provisions below.

Audits/Costs

- A. Recipients receiving federal funds in excess of \$750,000 from all sources in the Recipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement shall at Recipient's own expense submit to County a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to County the annual audit of any subrecipients(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.
- B. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform and audit, costs for performance of that audit shall not be charged to the grant.
- C. Subrecipient shall save, protect and hold harmless County from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

Maintenance of Financial Records

Recipient must maintain auditable financial records per generally accepted accounting principles and in accordance with OAR 309-013-0075 through 0220 and in sufficient detail to permit County or the State to verify how any payments received under this Agreement were expended.

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Access to Records

Recipient agrees to permit a program reviewer or an auditor of the Federal, State, or County government or their agents to have access to records and financial statements as may be necessary. Access to records by the County or State may be with notice or without notice. Any refunds to or disallowances by the Federal Government, the State, or the County resulting from audits shall be the sole responsibility of Recipient for payment to the Federal Government, the State, or the County.

Cost Principles

The parties agree to comply with any applicable cost principles established for determining the allowable costs incurred as set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), OR circulars superseded by 2 CFR 200 (OMB Circular A-87 (State and Local Governments), OMB Circular A-122 (Nonprofit Organizations), OMB Circular A-21 (Institutions of Higher Learning), 45 CFR Part 74 (Appendix E Hospitals), FAR 48 Subpart 31.2 (For profit Organizations). The parties further agree to comply with, as applicable, the administrative standards for grants set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Financial Reports

Recipients determined to be sub-recipients of Federal funds who receive Federal awards during the current contract year from County shall provide County with a Financial Report prepared in accordance with generally accepted accounting principles upon which an independent certified public accountant has expressed an opinion. Such report shall account for funds received during the County's fiscal year, July 1 through June 30, or any part of the County's fiscal year occurring during the term of this Agreement. The report must be submitted within six months of the Recipient's fiscal year end. If the Recipient is unable to meet the deadline, they may request, in writing, an extension of up to three months. Failure to provide County with the annual Financial Report may result in withholding of payments due to the Recipient or termination of this agreement. If the Recipient has a different fiscal year from the County, then the report shall account for funds received during the Recipient's fiscal year.

Expenditure Records

Recipient shall document the expenditure of all funds paid to Recipient under this Agreement. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Recipient under this contract were expended.

Attachment R

I. **Contractor (Recipient) shall comply with all applicable provisions below.**

- (A) ***Administrative, contractual, or legal remedies*** are addressed in County Contract Agency General Conditions (Sections 4, 5, 7, 8, 11, 13, 24, 25, and 31) as well as other applicable provisions in the Agreement and Attachments
- (B) ***Termination provisions*** are addressed in County Contract Agency General Conditions (Section 11) as well as other applicable provisions in the Agreement and Attachments
- (C) ***Equal Employment Opportunity***. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) ***Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)***. If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.
- (E) ***Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)***. If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every

Attachment R

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the funding for this Contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.
- (G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) **Debarment and Suspension (Executive Orders 12549 and 12689).** *Addressed in County Contract Agency General Conditions (Sections 15 and 28) as well as other applicable provisions in the Agreement and Attachments.*
- (I) **2 CFR Section 200.322 Procurement of recovered materials.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (J) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:**
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a

Attachment R

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections e and f of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use

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of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

II. **FEMA Required Language:**

- (A) To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.
- (B) Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Contractor agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- (C) Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (D) Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (E) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from this Agreement.
- (F) Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

III. **HIPAA Compliance.** If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA.

TO: Sherwood City Council

FROM: Ty Hanlon, Police Chief

Through: Keith D. Campbell, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2022-010, Approving Sherwood Police Department Policy Updates – February 2022

Issue:

Should the City Council approve updates to the Police Department policy manual?

Background:

The Sherwood Police Department subscribes to Lexipol for its Police Department Policy System/Manual. That subscription includes, at a minimum, two (2) annual updates to the policy manual, generally in July and December every year. Updates also occur as a result of changes in case law, statutory changes and/or accepted best practices. Lexipol has been releasing a series of policy updates for the Sherwood Police Department Policy Manual as a result of the passage of multiple pieces of legislation by the Oregon Legislature. The February 2022 updates include several Senate and House Bill updates along with changes to language/content.

The updates are attached as exhibit 1 to this Staff Report:

Lexipol law enforcement professionals and attorneys specializing in public safety law have thoroughly researched and reviewed these updates. The updates have also been reviewed and vetted by Chief Hanlon.

These updates were reviewed by the Sherwood Police Advisory Board during their regular meeting on January 20th, 2022. The Police Advisory Board recommends approval of the updates and resulting policies as attached.

Financial Impact:

There are no financial impact or additional funds needed as a result of this resolution.

Recommendation:

Staff and the Sherwood Police Advisory Board respectfully recommend adoption of Resolution 2022-010, Approving Sherwood Police Department Policy Updates – February 2022.

Policy

Priority

Chapter 3 – General Operations

Standards of Conduct

Major

Information Technology Use

Major

Chapter 4 – Patrol Operations

Contacts and Temporary Detentions

Minor

Medical Marijuana

Minor

Foot Pursuits

Major

Medical Aid and Response

Major

Chapter 8 – Support Services

Records Bureau

Major

Chapter 10 – Personnel

Recruitment and Selection

Major

Drug- and Alcohol-Free Workplace

Major

Personnel Complaints

Major

Personal Appearance Standards

Major

Employee Speech, Expression and Social Networking

Major

Total: 12

Chapter 3 – General Operations

Standards of Conduct

This policy has been updated because legislative action impacts its content. 2021 HB 2929, effective Jan. 1, 2022, amended 2020 Oregon Laws, c. 5, § 2 (House Bill 4205) in regard to reporting misconduct and violations of the minimum standards for physical, emotional, intellectual, and moral fitness for public safety personnel. Changes to this policy include:

- **DUTY TO INTERVENE AND REPORT MISCONDUCT** has been renamed **DUTY TO INTERVENE AND REPORT** to better reflect the content, and content has been updated to expand upon circumstances that require an intervention and report. The bill reference will be replaced once the statute is codified.

Unrelated to the legislative update, additional changes include:

- Punctuation has been corrected in **RELATIONSHIPS**, **PERFORMANCE**, and **CONDUCT**.
-

Information Technology Use

This policy has been updated because legislative action impacts its content. 2021 OR HB 2936, effective Jan. 1, 2022, made findings that racism has no place in public safety and that law enforcement officers hold a unique position in the community. One provision of the new law exempts law enforcement agencies from employer prohibitions relating to social media access, specifically ORS 659A.330. Changes to this policy include:

- In **PRIVACY EXPECTATION**, content regarding the prohibition of requiring an employee provide usernames, passwords, or access to social media accounts has been removed. The purpose of this policy is to provide guidelines for the proper use of an agency's information technology resources. It does not address an employee's personal technology resources. It is recommended that agencies have guidelines in place regarding circumstances when asking an employee for access to social media sites to ensure that an employee's rights are not violated pursuant to the Oregon and United States constitutions. You should work with your agency's counsel when implementing guidelines and protocols.

Unrelated to the legislative update, additional changes include:

- In **PRIVACY EXPECTATION**, **INTERNET USE**, and **PROTECTION OF AGENCY SYSTEMS AND FILES**, serial commas have been added, and capitalization has been corrected.

Chapter 4 – Patrol Operations

Contacts and Temporary Detentions

A review of this policy has resulted in an update to one section. Changes include:

- A typographical error has been corrected in **FRISK OR PAT-DOWN SEARCHES**.
-

Medical Marijuana

This policy has been updated because legislative action impacts its content. 2021 OR HB 3369, effective Jan. 1, 2022, amended law by changing the term "attending physician" to "attending provider," that includes other identified medical professionals. Changes to this policy include:

- In **DEFINITIONS**, terminology has been added and updated, and gendered pronouns have been removed.
-

Foot Pursuits

A review of this policy has resulted in an update to one subsection. Changes include:

- In **INITIATING OFFICER RESPONSIBILITIES**, spelling has been corrected, gendered pronouns have been removed, and a serial comma has been added. The name of the subsection is based on a text entity and may vary depending on how you answered the General Information Questionnaire.
-

Medical Aid and Response

This policy has been updated because legislative action impacts its content. 2021 OR HB 2523, effective Jan. 1, 2022, enacted new law relating to peace officers requesting Emergency Medical Services immediately when restrained persons are suffering a respiratory or cardiac compromise. Changes to this policy include:

- **MEDICAL ATTENTION FOR RESTRAINED PERSONS** has been added as a new section to include the new requirement. KMS automatically adds all new sections to the bottom of the policy, so as not to alter any agency-specific customization. To move the new section to the location Lexipol recommends (below **SICK OR INJURED ARRESTEE**), first, accept all updates. Then, while in the edit mode, hold the cursor over **MEDICAL ATTENTION FOR RESTRAINED PERSONS**, right-click for options, and select the option "Move." The section titles will appear. Select **SICK OR INJURED ARRESTEE**, and click "Move" once more. You will be prompted to select "Move Above" or "Move Below." Select "Move Below." KMS will refresh and the new section will be in the correct

location and the other sections will be renumbered accordingly. Your agency can also accept all updates without relocating the section, but that is not recommended.

Chapter 8 – Support Services

Records Bureau

This policy has been updated because legislative action impacts its content. 2021 OR HB 2932, effective Jan. 1, 2022, requires law enforcement agencies to participate in the National Use of Force Data Collection operated by the FBI. Changes to this policy include:

- In **RECORDS BUREAU**, the responsibility to report has been added. The bill reference will be replaced once the statute is codified. The subsection name is based on a text entity and may vary depending on how you answered the General Information Questionnaire.

Chapter 10 – Personnel

Recruitment and Selection

This policy has been updated because legislative action impacts its content. 2021 OR HB 2936, effective Jan. 1, 2022, made findings that racism has no place in public safety and that law enforcement officers hold a unique position in the community. The bill enacted law regarding background checks. A new provision is that shared peace officer records obtained for background checks are confidential and require agencies to independently verify information contained in shared employment information. Changes to this policy include:

- **SELECTION PROCESS** has been updated to include the provisions, list formatting has been corrected, and the Edit Level has been changed from "Best Practice" to "State."
- In **REVIEW OF SOCIAL MEDIA SITES**, a citation has been removed, and "shall not" has been changed to "should not" in relation to requiring candidates to provide passwords, account information, or access to password-protected accounts. The bill exempts law enforcement agencies from employer prohibitions relating to social media access. Although Oregon law now allows social media access, this best-practice policy content was drafted to protect agencies from potential claims of discriminatory hiring and issues relating to applicant privacy interests. Lexipol's policy content is drafted to limit the information learned by an agency to information that can and should be considered in the hiring process. A search of a candidate's private social media page could disclose information that is not only not relevant to the hiring process, but also prohibited from consideration in hiring and intensely private. Information that is prohibited from use in the hiring process is dictated by state and federal law. The policy recommends that agencies utilize the services of a trained and experienced third party to conduct reviews to protect the rights of candidates. This content can be customized to best suit the practices of

your agency, but because of potential claims of discriminatory hiring practices, Lexipol recommends that you consult with your agency counsel when customizing the content.

Agencies should also confer with the Department of Public Safety Standards and Training (DPSST) for guidance in regard to the new law in the bill regarding the requirement that DPSST create a statewide uniform background checklist and standardized personal history questionnaire for use by law enforcement units in the hiring process. There is no mandate on a law enforcement agency stated in the law, but it is anticipated that there may be regulations or guidelines from the DPSST which may require the use.

Drug- and Alcohol-Free Workplace

This policy has been reviewed and updated for consistency with the Drug-Free Workplace Act, which requires federal grant recipients to maintain a drug-free workplace. The scope of this policy originally extended to drug, alcohol, and controlled substance use by members during the discharge of agency duties. However, that scope expanded as state and federal laws regarding marijuana began to diverge. This update is in keeping with the original scope of the policy. Revisions have been made to provide agencies with a policy that does not go beyond the requirements of the Drug-Free Workplace Act. Therefore, content related to the off-duty use of medical cannabis has been removed because the Drug-Free Workplace Act does not regulate off-duty drug possession or use by a federal grantee's employees. Please note that the removal of references to off-duty drug use from this policy does not mean that illegal off-duty activity by agency members is allowed. Lexipol's Standards of Conduct Policy addresses off-duty illegal conduct, including illegal drug use, by directing members to obey all federal, state, and local laws, as well as instructing members to conduct themselves in a manner that does not impair the good order and discipline of the agency. Agencies should also be aware that the issues and the law surrounding the authorized use of medical cannabis and its impact in the workplace continue to develop rapidly on both a state and national level. Your legal representative and human resources department should be consulted, for example, before making decisions regarding an employee who has tested positive for cannabis and claims a medical need.

Changes to this policy include:

- A statutory citation has been moved from **GENERAL GUIDELINES** to **PURPOSE AND SCOPE**.
- In **GENERAL GUIDELINES**, content prohibiting the use of alcohol and drugs in the workplace has been removed because it is duplicative of prohibitions provided in the Standards of Conduct Policy, gendered pronouns have been removed, and a policy reference has been corrected.
- **USE OF MEDICATIONS** has been updated for clarity, gendered pronouns have been removed, and content has been moved to **MEDICAL CANNABIS**.
- **MEDICAL CANNABIS** has been added as a new subsection in **GENERAL GUIDELINES** to specify that on-duty use of medical cannabis is prohibited.
- **REQUESTING SCREENING TESTS** has been renamed **SCREENING TESTS**, and content has been updated to include Lexipol's best practices.
- **SUPERVISOR RESPONSIBILITY** has been renamed **SUPERVISOR RESPONSIBILITIES** to better reflect the contents.
- **SCREENING TEST REFUSAL** has been renamed **DISCIPLINE** to better reflect the contents, and gendered pronouns and unnecessary content have been removed.

- **CONFIDENTIALITY** has been updated to include an applicable policy reference.
 - The Guide Sheet has been updated.
-

Personnel Complaints

This policy has been updated because legislative action impacts its content.

2021 OR HB 2929, effective Jan. 1, 2022, requires the Department of Public Safety Standards and Training (DPSST) to be notified of a sustained finding of misconduct under 2020 Oregon Laws, c.5, § 2 (House Bill 4205).

2021 OR HB 3145, effective Jan. 1, 2022, adds new law relating to agencies providing notice to DPSST when a final discipline upon a peace officer includes an economic sanction.

Changes to this policy include:

- **NOTIFICATION TO THE DEPARTMENT OF PUBLIC SAFETY STANDARDS AND TRAINING** has been added as a new section to include the notification requirements. The bill references will be replaced once the statutes are codified.
-

Personal Appearance Standards

This policy has been updated because legislative action impacts its content. 2021 OR HB 2935, effective Jan. 1, 2022, amended the anti-discrimination law in Oregon. It is unlawful to discriminate based on race, and the law amends the definition of "race" to include physical characteristics associated with race, including but not limited to natural hair, hair texture, and protective hairstyles. Changes to this policy include:

- **EXEMPTIONS** has been added as a new section to include the amended law and provide guidance for accommodations.
-

Employee Speech, Expression and Social Networking

This policy has been updated because legislative action impacts its content. 2021 OR HB 2936, effective Jan. 1, 2022, enacted law that requires agencies to adopt policies that set the standards for speech and expression by peace officers. This policy addresses the requirements of the law by providing guidelines for the regulation and balance of member speech and expression in other communication mediums with the legitimate needs of the agency. It addresses all known communication mediums where a member could potentially have a platform to abuse the limitation on speech or expression. This policy helps a member understand the balance between the individual member's rights and the agency's needs and interests when exercising a reasonable degree of control over member speech and expression. Changes to this policy include:

- In **PURPOSE AND SCOPE**, a citation has been added, and the Edit Level changed from "Best Practice" to "State."
- The Guide Sheet has been updated.

Unrelated to the legislative update, additional changes include:

- In **APPLICABILITY**, **SAFETY**, and **PRIVACY EXPECTATION**, punctuation and capitalization have been corrected, and technology references have been updated.



RESOLUTION 2022-010

APPROVING SHERWOOD POLICE DEPARTMENT POLICY UPDATES – FEBRUARY 2022

WHEREAS, in accordance with Sherwood Municipal Code 2.36.030(B)(1), the Sherwood Police Advisory Board will review all police policy amendments and make a recommendation to the Sherwood City Council; and

WHEREAS, in accordance with Sherwood Municipal Code 2.36.030(B)(2), the Sherwood City Council will review the police policy amendments, and the recommendation by the Sherwood Police Advisory Board, and approve the amendments by resolution; and

WHEREAS, the February 2022 police policy amendments contain updates to legislative passages and language improvements; and

WHEREAS, the Sherwood Police Advisory Board did review the February 2022 police policy amendments during their regular meeting on January 20th, 2022 and recommends approval by the Sherwood City Council; and

WHEREAS, Sherwood Police Chief has reviewed all the February 2022 updates and recommends the Sherwood City Council approve them; and

WHEREAS, the Sherwood City Council recognizes the need to maintain a current and legally sound police policy manual and approves the February 2022 police policy updates.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council approves the February 2022 updates to the Sherwood Police Policy Manual attached hereto as Exhibit A.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 15th of February, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Standards of Conduct

323.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the City of Sherwood Police Department and are expected of all agency members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this agency or a member's supervisors.

323.2 POLICY

The continued employment or appointment of every member of the City of Sherwood Police Department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

323.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any agency supervisor or person in a position of authority, absent a reasonable and bona fide justification.

323.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or agency policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, agency policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict, will not be held accountable for disobedience of the lawful order or directive that was initially issued.

Standards of Conduct

The person countermanning the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

323.3.2 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to promptly and fully report any known misconduct of a member to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiesce to such a violation, or are indifferent to any such violation by a subordinate.
- (d) The unequal or disparate exercise of authority on the part of a supervisor toward any member for malicious or other improper purpose.

323.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and Oregon constitutions and all applicable laws, ordinances, and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty. All members have an absolute duty to report misconduct they witness or become aware of, and failure to report may be grounds for discipline.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

323.4.1 DUTY TO INTERVENE AND REPORT MISCONDUCT

An officer who observes another officer engaging in misconduct shall intervene to prevent or stop the conduct unless the officer cannot intervene safely. An officer who witnesses such conduct shall report the misconduct to a supervisor as soon as practicable, but not later than 72 hours after witnessing the misconduct (2020 Oregon Laws, c.5, § 2).

Failure to intervene or report the misconduct is grounds for discipline by the Agency or suspension or revocation of the officers certification by the Department of Public Safety Standards and Training (2020 Oregon Laws, c.5, § 2).

Misconduct means (2020 Oregon Laws, c.5, § 2):

- (a) Unjustified or excessive force that is objectively unreasonable under the circumstances or in violation of the agency policies related to the use of force.
- (b) Sexual harassment or sexual misconduct.

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- (c) Discrimination against a person based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age.
- (d) A crime.
- (e) A violation of the minimum standards for physical, emotional, intellectual, and moral fitness for public safety personnel under ORS 181A.410.

323.5 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient agency service.

323.5.1 LAWS, RULES AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate any policy, procedure, rule, order, directive, requirement or failure to follow instructions contained in agency or City manuals.
- (b) Disobedience of any legal directive or order issued by any agency member of a higher rank.
- (c) Violation of federal, state, local or administrative laws, rules or regulations.
- (d) Failure to intervene and/or report misconduct by another member.

323.5.2 ETHICS

- (a) Using or disclosing one's status as a member of the City of Sherwood Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-agency business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts or money contrary to the rules of this agency and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel or services.
- (g) Any other failure to abide by the standards of ethical conduct.

323.5.3 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Unless required by law or policy, discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected

Standards of Conduct

by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful.

323.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on--duty or through the use of one's official capacity.
- (b) Engaging in on--duty sexual activity including, but not limited to, sexual intercourse, excessive displays of public affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, as a result of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this agency.
- (e) Associating on a personal, rather than official basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this agency.

323.5.5 ATTENDANCE

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to the place of assignment at the time specified and fully prepared to perform duties without reasonable excuse.

323.5.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the member's position with this agency.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this agency for personal or financial gain or without the express authorization of the Police Chief or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away, or appropriating any agency property for personal use, personal gain, or any other improper or unauthorized use or purpose.

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- (e) Using agency resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

323.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including but not limited to failure incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments, or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Agency within 24 hours of any change in residence address or contact numbers.
- (f) Failure to notify the Department of Human Resources of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

323.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresenting material facts, or making any false or misleading statement on any application, examination form, or other official document, report or form, or during the course of any work--related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive or the willful and unauthorized removal, alteration, destruction and/or mutilation of any agency record, public record, book, paper or document.
- (c) Failure to participate in, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any agency--related business.
- (d) Being untruthful or knowingly making false, misleading or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this agency or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this agency or subverts the good order, efficiency and discipline of this agency or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on agency premises.

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2. At any work site, while on--duty or while in uniform, or while using any agency equipment or system.
 3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.
- (g) Improper political activity including:
1. Unauthorized attendance while on--duty at official legislative or political sessions.
 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on--duty or on agency property except as expressly authorized by City policy, the collective bargaining agreement, or the Police Chief.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by City policy, the collective bargaining agreement, or the Police Chief.
- (i) Any act on- or off--duty that brings discredit to this agency.

323.5.9 CONDUCT

- (a) Failure of any member to promptly and fully report activities on his/her part or the part of any other member where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening or attempting to inflict unlawful bodily harm on another.
- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful or discriminatory treatment of any member of the public or any member of this agency or the City.
- (g) Use of obscene, indecent, profane or derogatory language while on--duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this agency.
- (i) Unauthorized possession of, loss of, or damage to agency property or the property of others, or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of agency property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of agency property or the property of another person.

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- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement or contract to include fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Police Chief of such action.
- (m) Any other on-- or off--duty conduct which any member knows or reasonably should know is unbecoming a member of this agency, is contrary to good order, efficiency or morale, or tends to reflect unfavorably upon this agency or its members.

323.5.10 SAFETY

- (a) Failure to observe or violating agency safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to adequately and safely perform law enforcement duties.
- (d) Unsafe firearm or other dangerous weapon handling to include loading or unloading firearms in an unsafe manner, either on- or off-duty.
- (e) Carrying, while on the premises of the work place, any firearm or other lethal weapon that is not authorized by the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic collision.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but in any event within 24 hours.

323.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication or drugs, whether legal, prescribed or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.
- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug or non-prescribed medication to any work site.

Information Technology Use

324.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper use of department information technology resources, including computers, electronic devices, hardware, software and systems.

324.1.1 DEFINITIONS

Definitions related to this policy include:

Computer system - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented or licensed by the City of Sherwood Police Department that are provided for official use by its members. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the Department or department funding.

Hardware - Includes, but is not limited to, computers, computer terminals, network equipment, electronic devices, telephones, including cellular and satellite, pagers, modems or any other tangible computer device generally understood to comprise hardware.

Software - Includes, but is not limited to, all computer programs, systems and applications, including shareware. This does not include files created by the individual user.

Temporary file, permanent file or file - Any electronic document, information or data residing or located, in whole or in part, on the system including, but not limited to, spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs or videos.

324.2 POLICY

It is the policy of the City of Sherwood Police Department that members shall use information technology resources, including computers, software and systems, that are issued or maintained by the Department in a professional manner and in accordance with this policy.

324.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails, texts or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any department computer system.

The Department reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the Department, including the department email system, computer network and/or any information placed into storage on any department system or device. This includes records of all keystrokes or Web-browsing history made at any department computer or over any department network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through department computers, electronic devices or networks.

Information Technology Use

Employees may not be asked for or required to provide their username, password or other means of authentication that provides access to their personal social media accounts unless otherwise allowed under ORS 659A.330.

324.4 RESTRICTED USE

Members shall not access computers, devices, software or systems for which they have not received prior authorization or the required training. Members shall immediately report unauthorized access or use of computers, devices, software or systems by another member to their supervisors or Shift Supervisors.

Members shall not use another person's access passwords, logon information and other individual security data, protocols and procedures unless directed to do so by a supervisor.

324.4.1 SOFTWARE

Members shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes in accordance with the software company's copyright and license agreement.

To reduce the risk of a computer virus or malicious software, members shall not install any unlicensed or unauthorized software on any department computer. Members shall not install personal copies of any software onto any department computer.

When related to criminal investigations, software program files may be downloaded only with the approval of the information systems technology (IT) staff and with the authorization of the Police Chief or the authorized designee.

No member shall knowingly make, acquire or use unauthorized copies of computer software that is not licensed to the Department while on department premises, computer systems or electronic devices. Such unauthorized use of software exposes the Department and involved members to severe civil and criminal penalties.

Introduction of software by members should only occur as part of the automated maintenance or update process of department- or City-approved or installed programs by the original manufacturer, producer or developer of the software.

Any other introduction of software requires prior authorization from IT staff and a full scan for malicious attachments.

324.4.2 HARDWARE

Access to technology resources provided by or through the Department shall be strictly limited to department-related activities. Data stored on or available through department computer systems shall only be accessed by authorized members who are engaged in an active investigation or assisting in an active investigation or who otherwise have a legitimate law enforcement or department-related purpose to access such data. Any exceptions to this policy must be approved by a supervisor.

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324.4.3 INTERNET USE

Internet access provided by or through the Department shall be strictly limited to department-related activities. Internet sites containing information that is not appropriate or applicable to department use and which shall not be intentionally accessed include, but are not limited to, adult forums, pornography, gambling, chat rooms and similar or related Internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of a member's assignment.

Downloaded information shall be limited to messages, mail and data files.

324.4.4 OFF-DUTY USE

Members shall only use technology resources provided by the Department while on-duty or in conjunction with specific on-call assignments unless specifically authorized by a supervisor. This includes the use of telephones, cell phones, texting, email or any other "off the clock" work-related activities. This also applies to personally owned devices that are used to access department resources.

Refer to the Personal Communication Devices Policy for guidelines regarding off-duty use of personally owned technology.

324.5 PROTECTION OF AGENCY SYSTEMS AND FILES

All members have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care and maintenance of the computer system.

Members shall ensure department computers and access terminals are not viewable by persons who are not authorized users. Computers and terminals should be secured, users logged off and password protections enabled whenever the user is not present. Access passwords, logon information and other individual security data, protocols and procedures are confidential information and are not to be shared. Password length, format, structure and content shall meet the prescribed standards required by the computer system or as directed by a supervisor and shall be changed at intervals as directed by IT staff or a supervisor.

It is prohibited for a member to allow an unauthorized user to access the computer system at any time or for any reason. Members shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the Internet) to a supervisor.

324.6 INSPECTION OR REVIEW

A supervisor or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of his/her supervisory duties or based on cause.

Reasons for inspection or review may include, but are not limited to, computer system malfunctions, problems or general computer system failure, a lawsuit against the Department

Information Technology Use

involving one of its members or a member's duties, an alleged or suspected violation of any department policy, a request for disclosure of data, or a need to perform or provide a service.

The IT staff may extract, download or otherwise obtain any and all temporary or permanent files residing or located in or on the department computer system when requested by a supervisor or during the course of regular duties that require such information.

Contacts and Temporary Detentions

416.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for temporarily detaining but not arresting persons in the field, conducting field interviews (FI) and pat-down searches, and the taking and disposition of photographs.

416.1.1 DEFINITIONS

Definitions related to this policy include:

Consensual encounter - When an officer contacts an individual but does not create a detention through words, actions, or other means. In other words, a reasonable individual would believe that his/her contact with the officer is voluntary.

Field interview (FI) - The brief detainment of an individual, whether on foot or in a vehicle, based on reasonable suspicion for the purposes of determining the individual's identity and resolving the officer's suspicions.

Field photographs - Posed photographs taken of a person during a contact, temporary detention, or arrest in the field. Undercover surveillance photographs of an individual and recordings captured by the normal operation of a Mobile/Audio Video (MAV) system, body-worn camera, or public safety camera when persons are not posed for the purpose of photographing are not considered field photographs.

Frisk or pat-down search - A type of search used by officers in the field to check an individual for dangerous weapons. It involves a thorough patting-down of clothing to locate any weapons or dangerous items that could pose a danger to the officer, the detainee, or others (ORS 131.625).

Reasonable suspicion - When, under the totality of the circumstances, an officer has articulable facts that criminal activity may be afoot and a particular person is connected with that possible criminal activity.

Stop - The brief detainment of an individual, whether on foot or in a vehicle, based on reasonable suspicion that the person has committed or is about to commit a crime (ORS 131.615).

Temporary detention - When an officer intentionally, through words, actions, or physical force, causes an individual to reasonably believe he/she is required to restrict his/her movement without an actual arrest. Temporary detentions also occur when an officer actually restrains a person's freedom of movement.

416.2 FIELD INTERVIEWS

Based on observance of suspicious circumstances or upon information from investigation, an officer may initiate the stop of a person, and conduct an FI, when there is articulable, reasonable suspicion to do so. A person, however, shall not be detained longer than is reasonably necessary to resolve the officer's suspicion.

Contacts and Temporary Detentions

Nothing in this policy is intended to discourage consensual contacts. Frequent casual contact with consenting individuals is encouraged by the City of Sherwood Police Department to strengthen community involvement, community awareness, and problem identification.

416.2.1 INITIATING A FIELD INTERVIEW

When initiating the stop, the officer should be able to point to specific facts which, when considered with the totality of the circumstances, reasonably warrant the stop. Such facts include but are not limited to an individual's:

- (a) Appearance or demeanor suggesting that he/she is part of a criminal enterprise or is engaged in a criminal act.
- (b) Actions suggesting that he/she is engaged in a criminal activity.
- (c) Presence in the area at an inappropriate hour of the day or night.
- (d) Presence in a particular area is suspicious.
- (e) Carrying of suspicious objects or items.
- (f) Excessive clothes for the climate or clothes bulging in a manner that suggests he/she is carrying a dangerous weapon.
- (g) Location in proximate time and place to an alleged crime.
- (h) Physical description or clothing worn that matches a suspect in a recent crime.
- (i) Prior criminal record or involvement in criminal activity as known by the officer.

416.3 FRISK OR PAT-DOWN SEARCHES

A frisk or pat-down search of a stopped person may be conducted whenever an officer reasonably believes that the person may possess a dangerous or deadly weapon and presents a danger to the officer or other persons present (ORS 131.625). The purpose of this limited search is not to discover evidence of a crime, but to allow the officer to pursue the investigation without fear of violence. Circumstances that may establish justification for performing a pat-down search include but are not limited to the following:

- (a) The type of crime suspected, particularly in crimes of violence where the use or threat of weapons is involved.
- (b) Where more than one suspect must be handled by a single officer.
- (c) The hour of the day and the location or area where the stop takes place.
- (d) Prior knowledge of the suspect's use of force and/or propensity to carry weapons.
- (e) The actions and demeanor of the suspect.
- (f) Visual indications which suggest that the suspect is carrying a firearm or other dangerous weapon.

Whenever practicable, a pat-down search should not be conducted by a lone officer. A cover officer should be positioned to ensure safety and should not be involved in the search.

Contacts and Temporary Detentions

416.4 FIELD PHOTOGRAPHS

All available databases should be searched before photographing any field detainee. If a photograph is not located, or if an existing photograph no longer resembles the detainee, the officer shall carefully consider, among other things, the factors listed below.

416.4.1 FIELD PHOTOGRAPHS TAKEN WITH CONSENT

Field photographs may be taken when the subject being photographed knowingly and voluntarily gives consent. When taking a consensual photograph, the officer should have the individual read and sign the appropriate form accompanying the photograph.

416.4.2 FIELD PHOTOGRAPHS TAKEN WITHOUT CONSENT

Field photographs may be taken without consent only if they are taken during a detention that is based on reasonable suspicion of criminal activity, and the photograph serves a legitimate law enforcement purpose related to the detention. The officer must be able to articulate facts that reasonably indicate that the subject was involved in or was about to become involved in criminal conduct. The subject should not be ordered to remove or lift any clothing for the purpose of taking a photograph.

If, prior to taking a photograph, the officer's reasonable suspicion of criminal activity has been dispelled, the detention must cease and the photograph should not be taken.

All field photographs and related reports shall be submitted to a supervisor and retained in compliance with this policy.

416.4.3 DISPOSITION OF PHOTOGRAPHS

All detainee photographs must be adequately labeled and submitted to the Shift Supervisor with either an associated FI card or other documentation explaining the nature of the contact. If an individual is photographed as a suspect in a particular crime, the photograph should be submitted as an evidence item in the related case, following standard evidence procedures

If a photograph is not associated with an investigation where a case number has been issued, the Shift Supervisor should review it and forward the photograph to one of the following locations:

- (a) If the photo and associated FI or documentation is relevant to criminal organization/enterprise enforcement, the Shift Supervisor will forward the photograph and documents to the designated criminal intelligence system supervisor. The supervisor will ensure the photograph and supporting documents are retained as prescribed by the Criminal Organizations Policy.
- (b) Photographs that do not qualify for retention in a criminal intelligence system or temporary information file shall be forwarded to the Records Section.

When a photograph is taken in association with a particular case, the investigator may use such photograph in a photo lineup. Thereafter, the individual photograph should be retained as a part of the case file. All other photographs shall be retained in accordance with the established records retention schedule.

Contacts and Temporary Detentions

416.4.4 SUPERVISOR RESPONSIBILITIES

While it is recognized that field photographs often become valuable investigative tools, supervisors should monitor such practices in view of the above listed considerations. This is not to imply that supervisor approval is required before each photograph is taken.

Access to, and use of, field photographs shall be strictly limited to law enforcement purposes.

416.5 POLICY

The City of Sherwood Police Department respects the right of the public to be free from unreasonable searches or seizures. Due to an unlimited variety of situations confronting the officer, the decision to temporarily detain a person and complete an FI, pat-down search, or field photograph shall be left to the officer based on the totality of the circumstances, officer safety considerations, and constitutional safeguards.

416.6 WITNESS IDENTIFICATION AND INTERVIEWS

Because potential witnesses to an incident may become unavailable or the integrity of their statements compromised with the passage of time, officers should, when warranted by the seriousness of the case, take reasonable steps to promptly coordinate with an on-scene supervisor and/or criminal investigator to utilize available members for the following:

- (a) Identifying all persons present at the scene and in the immediate area.
 - 1. When feasible, a recorded statement should be obtained from those who claim not to have witnessed the incident but who were present at the time it occurred.
 - 2. Any potential witness who is unwilling or unable to remain available for a formal interview should not be detained absent reasonable suspicion to detain or probable cause to arrest. Without detaining the individual for the sole purpose of identification, officers should attempt to identify the witness prior to his/her departure.
- (b) Witnesses who are willing to provide a formal interview should be asked to meet at a suitable location where criminal investigators may obtain a recorded statement. Such witnesses, if willing, may be transported by agency members.
 - 1. A written, verbal, or recorded statement of consent should be obtained prior to transporting a witness. When the witness is a minor, consent should be obtained from the parent or guardian, if available, prior to transport.

Medical Marijuana

422.1 PURPOSE AND SCOPE

The purpose of this policy is to provide members of this agency with guidelines for investigating the acquisition, possession, transportation, delivery, production, or use of marijuana under Oregon's medical marijuana laws (ORS 475B.785 et seq.).

This policy is not intended to address laws and regulations related to recreational use of marijuana.

422.1.1 DEFINITIONS

Definitions related to this policy include:

Cardholder - Any patient or caregiver who has been issued a valid Registry Identification Card (RIC).

Caregiver (or designated primary caregiver) - An individual 18 years of age or older who has significant responsibility for managing the well-being of a person who has been diagnosed with a debilitating medical condition and who is designated as the person responsible for managing the well-being of a person who has been diagnosed with a debilitating medical condition on either that person's application for a RIC or in other written notification submitted to the Oregon Health Authority. Caregiver does not include a person's attending physician; however, it may include an organization or facility that provides hospice, palliative, or home health care services. The caregiver may assist the cardholder with any matter related to the medical use of marijuana (ORS 475B.791; ORS 475B.807; ORS 475B.801).

Grower - A person, joint venture, or cooperative that produces industrial hemp (ORS 571.269).

Handler - A person, joint venture, or cooperative that receives industrial hemp for processing into commodities, products, or agricultural hemp seed and any other activities identified by the Oregon Department of Agriculture (ODA) by rule (ORS 571.269).

Mature marijuana plant - A marijuana plant that has flowers (ORS 475B.791).

Medical use of marijuana - The production, processing, possession, delivery, distribution, or administration of marijuana, or use of paraphernalia used to administer marijuana to mitigate the symptoms or effects of a debilitating medical condition (ORS 475B.791). The RIC may also identify a person applying to produce marijuana or designate another person to produce marijuana under ORS 475B.810.

Patient - A person who has been diagnosed with a debilitating medical condition within the previous 12 months and been advised by his/her attending physician that the medical use of marijuana may mitigate the symptoms or effects of that debilitating medical condition (ORS 475B.913). This includes a person who has been issued a valid RIC for his/her medical condition (ORS 475B.797).

Registry Identification Card (RIC) - A document issued by the Oregon Health Authority under ORS 475B.797 that identifies a person authorized to engage in the medical use of marijuana and,

Medical Marijuana

if the person has a designated primary caregiver under ORS 475B.804, the person's designated primary caregiver (ORS 475B.791). The RIC may also identify a person applying to produce marijuana or designate another person to produce marijuana under ORS 475B.810.

Statutory possession and grow site amounts - Amounts authorized by ORS 475B.831 and ORS 475B.834.

Usable marijuana - The dried leaves and flowers of marijuana. Usable marijuana does not include the seeds, stalks, and roots of marijuana or waste material that is a by-product of producing marijuana (ORS 475B.791).

422.2 POLICY

It is the policy of the City of Sherwood Police Department to prioritize resources to avoid making arrests related to marijuana that the arresting officer reasonably believes would not be prosecuted by state or federal authorities.

Oregon medical marijuana laws are intended to protect patients and their doctors from criminal and civil penalties that may deter the use of small amounts of marijuana by those suffering from debilitating medical conditions (ORS 475B.785). However, Oregon's medical marijuana laws do not affect federal laws, and there is no medical exception under federal law for the possession or distribution of marijuana. The City of Sherwood Police Department will exercise discretion to ensure laws are appropriately enforced without unreasonably burdening both those individuals protected under Oregon law and the resources of the Agency.

422.3 INVESTIGATION

Investigations involving the possession, delivery, production, or use of marijuana generally fall into one of several categories:

- (a) Investigations when no person makes a medicinal claim.
- (b) Investigations related to patient cardholders.
- (c) Investigations related to patient non-cardholders.

422.3.1 INVESTIGATIONS WITH NO MEDICINAL CLAIM

In any investigation involving the possession, delivery, production or use of marijuana or drug paraphernalia where no person claims that the marijuana is used for medicinal purposes, the officer should proceed with a criminal investigation. A medicinal defense may be raised at any time, so officers should document any statements and observations that may be relevant to whether the marijuana was possessed or produced for medicinal purposes.

422.3.2 INVESTIGATIONS RELATED TO PATIENT CARDHOLDERS

Officers shall not take enforcement action against a cardholder for engaging in the medical use of marijuana with amounts at or below statutory possession amounts or statutory grow site amounts. Officers shall not take enforcement action against a caregiver for assisting a patient cardholder in

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the medical use of marijuana with amounts at or below statutory possession amounts or statutory grow site amounts (ORS 475B.907).

Cardholders are required to possess a RIC when using or transporting marijuana, usable marijuana, medical cannabinoid products, cannabinoid concentrates, or cannabinoid extracts at a location other than the address on file with the Oregon Health Authority (ORS 475B.837). However, officers should treat a person without a RIC in his/her possession as if it were in his/her possession if the RIC can be verified through an Oregon State Police Law Enforcement Data Systems (LEDS) query or other sources.

422.3.3 INVESTIGATIONS RELATED TO PATIENT NON-CARDHOLDERS

Officers should not take enforcement action against a patient who does not have a RIC for possession or production of marijuana, or any other criminal offense in which possession or production of marijuana is an element, if the patient meets all of the following (ORS 475B.913):

- (a) Is engaged in the medical use of marijuana
- (b) Possesses, delivers, or manufactures a quantity at or below statutory possession quantity or the quantity cultivated is at or below statutory grow site amounts

Officers should not take enforcement action against a person who does not meet the definition of a patient if the person is taking steps to obtain a RIC; possesses, delivers, or manufactures marijuana at or below statutory possession quantities or below statutory grow site quantities; and the person's medical use claim appears genuine under the circumstances (ORS 475B.913).

422.3.4 ADDITIONAL CONSIDERATIONS

Officers should consider the following when investigating an incident involving marijuana possession, delivery, production, or use:

- (a) Grow sites are regulated in the following manner (ORS 475B.810):
 - 1. The Oregon Health Authority must have issued a marijuana grow site registration card for a site to be valid.
 - 2. The grow site registration card must be posted for each RIC holder for whom marijuana is being produced at a marijuana grow site.
- (b) An officer who determines that the number of marijuana plants at an address exceeds quantities authorized by statute may confiscate only the excess number of plants (ORS 475B.831).
- (c) Because enforcement of medical marijuana laws can be complex and time consuming and call for resources unavailable at the time of initial investigation, officers may consider submitting a report to the prosecutor for review, in lieu of making an arrest. This can be particularly appropriate when:
 - 1. The suspect has been identified and can be easily located at another time.
 - 2. The case would benefit from review by a person with expertise in medical marijuana investigations.

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3. Sufficient evidence, such as photographs or samples, has been lawfully obtained.
 4. Any other relevant factors exist, such as limited available agency resources and time constraints.
- (d) Before proceeding with enforcement related to grow sites, a marijuana producer, or processing sites officers should consider conferring with appropriate legal counsel, the Oregon Health Authority, and/or Oregon Liquor and Cannabis Commission (ORS 475B.831; ORS 475B.136).
 - (e) Registration or proof of registration under ORS 475B.785 to ORS 475B.949 does not constitute probable cause to search the person or property of the registrant or otherwise subject the person or property of the registrant to inspection (ORS 475B.922).
 - (f) As a licensing authority, the Oregon Liquor and Cannabis Commission may assist with related questions regarding recreational marijuana (ORS 475B.070).

422.3.5 EXCEPTIONS

Medical marijuana users are generally not exempt from other criminal laws and officers should enforce criminal laws not specifically covered by the Medical Marijuana Act appropriately. Officers may take enforcement action if the person (ORS 475B.910):

- (a) Drives under the influence of marijuana as provided in ORS 813.010.
- (b) Engages in the medical use of marijuana in a place where the general public has access (ORS 161.015), in public view, or in a correctional facility (ORS 162.135(2)), or in a youth correction facility (ORS 162.135(6)).
- (c) Delivers marijuana to any individual who the person knows is not in possession of a RIC.
- (d) Delivers marijuana to any individual or entity that the person knows has not been designated to receive marijuana or assigned a possessory interest in marijuana by an individual in possession of a RIC.

If an officer knows or has reasonable grounds to suspect a violation of the Adult and Medical Use of Cannabis Act (ORS 475B.010 to ORS 475B.545), the officer shall immediately notify the district attorney who has jurisdiction over the violation and provide any relevant information, including the names and addresses of any witnesses (ORS 475B.429).

422.3.6 INDUSTRIAL HEMP

Medicinal marijuana investigations may lead to separate issues related to industrial hemp. Growers and handlers who operate under the industrial hemp laws of Oregon must be licensed with the ODA to grow or handle industrial hemp or produce agricultural hemp seed. Growers and handlers who produce seed products incapable of germination are not required to be licensed with the ODA (ORS 571.281). Officers may contact the ODA's Commodity Inspection Division for information about industrial hemp sites and registration compliance.

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422.4 FEDERAL LAW ENFORCEMENT

Officers should provide information regarding a marijuana investigation to federal law enforcement authorities when it is requested by federal law enforcement authorities or whenever the officer believes those authorities would have a particular interest in the information.

422.5 PROPERTY AND EVIDENCE SUPERVISOR RESPONSIBILITIES

The Property and Evidence supervisor shall ensure that marijuana, drug paraphernalia, or other related property seized from a person engaged or assisting in the use of medical marijuana is not destroyed, harmed, neglected, or injured. The Property and Evidence supervisor is not responsible for caring for live marijuana plants (ORS 475B.922).

Marijuana should not be returned to any person unless authorized by the Investigation Unit supervisor and upon advice of city counsel. Any court order to return marijuana should be referred to city counsel.

The Property and Evidence supervisor may release marijuana to federal law enforcement authorities upon presentation of a valid court order or by a written order of the Investigation Unit supervisor.

Foot Pursuits

423.1 PURPOSE AND SCOPE

This policy provides guidelines to assist officers in making the decision to initiate or continue the pursuit of suspects on foot.

423.2 DECISION TO PURSUE

The safety of department members and the public should be the primary consideration when determining whether a foot pursuit should be initiated or continued. Officers must be mindful that immediate apprehension of a suspect is rarely more important than the safety of the public and department members.

Officers may be justified in initiating a foot pursuit of any individual that the officer reasonably believes is about to engage in, is engaging in or has engaged in criminal activity. The decision to initiate or continue such a foot pursuit, however, must be continuously re-evaluated in light of the circumstances presented at the time.

Mere flight by a person who is not suspected of criminal activity alone shall not serve as justification for engaging in an extended foot pursuit without the development of reasonable suspicion regarding the individual's involvement in criminal activity or being wanted by law enforcement.

Deciding to initiate or continue a foot pursuit is a decision that an officer must make quickly and under unpredictable and dynamic circumstances. It is recognized that foot pursuits may place department members and the public at significant risk. Therefore, no officer or supervisor shall be criticized or disciplined for deciding not to engage in a foot pursuit because of the perceived risk involved.

If circumstances permit, surveillance and containment are generally the safest tactics for apprehending fleeing persons. In deciding whether to initiate or continue a foot pursuit, officers should continuously consider reasonable alternatives to pursuit based upon the circumstances and resources available, such as the following:

- (a) Containment of the area.
- (b) Saturation of the area with law enforcement personnel, including assistance from other agencies.
- (c) A canine search.
- (d) Thermal imaging or other sensing technology.
- (e) Air support
- (f) Apprehension at another time when the identity of the suspect is known or there is information available that would likely allow for later apprehension, and the need to immediately apprehend the suspect does not reasonably appear to outweigh the risk of continuing the pursuit.

Foot Pursuits

423.3 GENERAL GUIDELINES

When reasonably practicable, officers should consider alternatives to engaging in or continuing a foot pursuit when:

- (a) Directed by a supervisor to terminate the foot pursuit. Such an order shall be considered mandatory.
- (b) The officer is acting alone.
- (c) Two or more officers become separated, lose visual contact with one another or obstacles separate them to the degree that they cannot immediately assist each other should a confrontation take place. In such circumstances, it is generally recommended that a single officer keep the suspect in sight from a safe distance and coordinate the containment effort.
- (d) The officer is unsure of his/her location and direction of travel.
- (e) The officer is pursuing multiple suspects and it is not reasonable to believe that the officer would be able to control the suspect should a confrontation occur.
- (f) The physical condition of the officer renders them incapable of controlling the suspect if apprehended.
- (g) The officer loses radio contact with the dispatcher or with assisting or backup officers.
- (h) The suspect enters a building, structure, confined space, isolated area or dense or difficult terrain, and there are insufficient officers to provide backup and containment. The primary officer should consider discontinuing the pursuit and coordinating containment pending the arrival of sufficient resources.
- (i) The officer becomes aware of unanticipated or unforeseen circumstances that unreasonably increases the risk to or the public.
- (j) The officer reasonably believes that the danger to the pursuing officers or public outweighs the objective of immediate apprehension.
- (k) The officer loses possession of his/her firearm or other essential equipment.
- (l) The officer or a third party is injured during the foot pursuit, requiring immediate assistance, and there are no other emergency personnel available to render assistance.
- (m) The suspect's location is no longer known.
- (n) The identity of the suspect is established or other information exists that will allow for the suspect's apprehension at a later time, and it reasonably appears that there is no immediate threat to department members or the public if the suspect is not immediately apprehended.
- (o) The officer's ability to safely continue the foot pursuit is impaired by inclement weather, darkness or other environmental conditions.

Foot Pursuits

423.4 RESPONSIBILITIES IN FOOT PURSUITS

423.4.1 INITIATING OFFICER RESPONSIBILITIES

Unless relieved by another officer or a supervisor, the initiating officer shall be responsible for coordinating the progress of the pursuit and containment. When acting alone and when practicable, the initiating officer should not attempt to overtake and confront the suspect but should attempt to keep the suspect in sight until sufficient officers are present to safely apprehend the suspect.

Early communication of available information from the involved officers is essential so that adequate resources can be coordinated and deployed to bring a foot pursuit to a safe conclusion. Officers initiating a foot pursuit should, at a minimum, broadcast the following information as soon as it becomes practicable and available:

- (a) Location and direction of travel
- (b) Call sign identifier
- (c) Reason for the foot pursuit, such as the crime classification
- (d) Number of suspects and description, to include name if known
- (e) Whether the suspect is known or believed to be armed with a dangerous weapon

Officers should be mindful that radio transmissions made while running may be difficult to understand and may need to be repeated.

Absent extenuating circumstances, any officers unable to promptly and effectively broadcast this information should terminate the foot pursuit. If the foot pursuit is discontinued for any reason, immediate efforts for containment should be established and alternatives considered based upon the circumstances and available resources.

When a foot pursuit terminates, the officer will notify the dispatcher of his/her location and the status of the pursuit termination (e.g., suspect in custody, lost sight of suspect), and will direct further actions as reasonably appear necessary, to include requesting media aid as needed for officers, suspects or members of the public.

423.4.2 ASSISTING OFFICER RESPONSIBILITIES

Whenever any officer announces that he/she is engaged in a foot pursuit, all other officers should minimize non-essential radio traffic to permit the involved officers maximum access to the radio frequency.

Any officers who are in a position to intercept a fleeing suspect, or who can assist the primary officer with the apprehension of the suspect, shall act reasonably and in accordance with department policy, based upon available information and his/her own observations.

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423.4.3 SUPERVISOR RESPONSIBILITIES

Upon becoming aware of a foot pursuit, the supervisor shall make every reasonable effort to ascertain sufficient information necessary to direct responding resources and to take command, control and coordination of the foot pursuit. The supervisor should respond to the area whenever possible; the supervisor does not, however, need to be physically present to exercise control over the pursuit. The supervisor shall continuously assess the situation in order to ensure the foot pursuit is conducted within established department guidelines.

The supervisor shall terminate the foot pursuit when the danger to pursuing officers or the public appears to unreasonably outweigh the objective of immediate apprehension of the suspect.

Upon apprehension of the suspect, the supervisor shall promptly proceed to the termination point to direct the post-foot pursuit activity.

423.4.4 DISPATCH RESPONSIBILITIES

Upon being notified or becoming aware that a foot pursuit is in progress, the dispatcher is responsible for:

- (a) Clearing the radio channel of non-emergency traffic.
- (b) Coordinating pursuit communications of the involved officers.
- (c) Broadcasting pursuit updates as well as other pertinent information as necessary.
- (d) Ensuring that a field supervisor is notified of the foot pursuit.
- (e) Notifying and coordinating with other involved or affected agencies as practicable.
- (f) Notifying the Shift Supervisor as soon as practicable.
- (g) Assigning an incident number and logging all pursuit activities.

423.5 REPORTING REQUIREMENTS

The initiating officer shall complete the appropriate crime/arrest reports documenting, at minimum, the following:

- (a) Date and time of the foot pursuit.
- (b) Initial reason and circumstances surrounding the foot pursuit.
- (c) Course and approximate distance of the foot pursuit.
- (d) Alleged offenses.
- (e) Involved vehicles and officers.
- (f) Whether a suspect was apprehended as well as the means and methods used.
 - 1. Any use of force shall be reported and documented in compliance with the Use of Force Policy.
- (g) Any injuries and/or medical treatment.

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- (h) Any property or equipment damage.
- (i) Name of the supervisor at the scene or who handled the incident.

Assisting officers taking an active role in the apprehension of the suspect shall complete supplemental reports as necessary or as directed.

The supervisor reviewing the report will make a preliminary determination that the pursuit appears to be in compliance with this policy or that additional review and/or follow-up is warranted.

In any case in which a suspect is not apprehended and there is insufficient information to support further investigation, a supervisor may authorize that the initiating officer need not complete a formal report.

423.6 POLICY

It is the policy of this department that officers, when deciding to initiate or continue a foot pursuit, continuously balance the objective of apprehending the suspect with the risk and potential for injury to department members, the public or the suspect.

Officers are expected to act reasonably, based on the totality of the circumstances.

Medical Aid and Response

404.1 PURPOSE AND SCOPE

This policy recognizes that members often encounter persons who appear to be in need of medical aid and establishes a law enforcement response to such situations.

404.2 POLICY

It is the policy of the Sherwood Police Department that all officers and other designated members be trained to provide emergency medical aid and to facilitate an emergency medical response.

404.3 FIRST RESPONDING MEMBER RESPONSIBILITIES

Whenever practicable, members should take appropriate steps to provide initial medical aid (e.g., first aid, CPR and use of an automated external defibrillator (AED)) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the member can safely do so.

Prior to initiating medical aid, the member should contact WCCCA and request response by emergency medical services (EMS) as the member deems appropriate.

Members should follow universal precautions when providing medical aid, such as wearing gloves and avoiding contact with bodily fluids, consistent with the Communicable Diseases Policy. Members should use a barrier or bag device to perform rescue breathing.

When requesting EMS, the member should provide WCCCA with information for relay to EMS personnel in order to enable an appropriate response, including:

- (a) The location where EMS is needed.
- (b) The nature of the incident.
- (c) Any known scene hazards.
- (d) Information on the person in need of EMS, such as:
 - 1. Signs and symptoms as observed by the member.
 - 2. Changes in apparent condition.
 - 3. Number of patients, sex and age, if known.
 - 4. Whether the person is conscious, breathing and alert, or is believed to have consumed drugs or alcohol.
 - 5. Whether the person is showing signs or symptoms of excited delirium or other agitated chaotic behavior.

Members should stabilize the scene whenever practicable while awaiting the arrival of EMS.

Members should not direct EMS personnel whether to transport the person for treatment.

Medical Aid and Response

404.4 TRANSPORTING ILL AND INJURED PERSONS

Except in extraordinary cases where alternatives are not reasonably available, members should not transport persons who are unconscious, who have serious injuries or who may be seriously ill. EMS personnel should be called to handle patient transportation.

Officers should search any person who is in custody before releasing that person to EMS for transport.

An officer should accompany any person in custody during transport in an ambulance when requested by EMS personnel, when it reasonably appears necessary to provide security, when it is necessary for investigative purposes or when so directed by a supervisor.

Members should not provide emergency escort for medical transport or civilian vehicles.

404.5 PERSONS REFUSING EMS CARE

If a person who is not in custody refuses EMS care or refuses to be transported to a medical facility, an officer shall not force that person to receive care or be transported. However, members may assist EMS personnel when EMS personnel determine the person lacks mental capacity to understand the consequences of refusing medical care or to make an informed decision and the lack of immediate medical attention may result in serious bodily injury or the death of the person.

In cases where mental illness may be a factor, the officer should consider proceeding with a civil commitment in accordance with the Civil Commitments Policy.

If an officer believes that a person who is in custody requires EMS care and the person refuses, he/she should encourage the person to receive medical treatment. The officer may also consider contacting a family member to help persuade the person to agree to treatment or who may be able to authorize treatment for the person.

If the person still refuses, the officer will require the person to be transported to the nearest medical facility. In such cases, the officer should consult with a supervisor prior to the transport.

Members shall not sign refusal-for-treatment forms or forms accepting financial responsibility for treatment.

404.6 SICK OR INJURED ARRESTEE

If an arrestee appears ill or injured, or claims illness or injury, he/she should be medically cleared prior to booking. If the officer has reason to believe the arrestee is feigning injury or illness, the officer should contact a supervisor, who will determine whether medical clearance will be obtained prior to booking.

If the jail or detention facility refuses to accept custody of an arrestee based on medical screening, the officer should note the name of the facility person refusing to accept custody and the reason for refusal, and should notify a supervisor to determine the appropriate action.

Arrestees who appear to have a serious medical issue should be transported by ambulance. Officers shall not transport an arrestee to a hospital without a supervisor's approval.

Medical Aid and Response

404.7 AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE

An AED should only be used by members who have completed a course with published standards and guidelines for CPR and the use of an AED.

404.7.1 AED USER RESPONSIBILITY

Members who are issued AEDs for use in department vehicles should check the AED at the beginning of the shift to ensure it is properly charged and functioning. Any AED that is not functioning properly will be taken out of service and given to the Training Coordinator who is responsible for ensuring appropriate maintenance.

Following use of an AED, the device shall be cleaned and/or decontaminated as required. The electrodes and/or pads will be replaced as recommended by the AED manufacturer.

Any member who uses an AED should contact WCCCA as soon as possible and request response by EMS.

404.7.2 AED REPORTING

Any member using an AED will complete an incident report detailing its use.

404.7.3 AED TRAINING AND MAINTENANCE

The Training Coordinator should ensure appropriate training is provided to members authorized to use an AED.

The Training Coordinator is responsible for ensuring AED devices are appropriately maintained and will retain records of all maintenance in accordance with the established records retention schedule.

404.8 ADMINISTRATION OF OPIOID OVERDOSE MEDICATION

The Sherwood Police Department is a partner agency with the Washington County Sheriff Office's county-wide Law Enforcement Naloxone Program, in an effort to address deaths and brain injury that result from opioid overdoses. This program and associated training is under the direct supervision of the Washington County EMS Medical Director and the Public Health Officer for Washington County.

This program's implementation protocols, training, supply and re-supply is in accordance with the guidance and protocols established by the Oregon Health Authority and ORS 689.681.

The Washington County Westside Interagency Narcotic Team (WIN) lieutenant will be the coordinator for all agencies participating in the Naloxone Program.

Each patrol vehicle, including Traffic and School Resource Officers, will be equipped with one Naloxone kit (2 doses). If equipped with an AED, the kits will be attached to the AED. If not so equipped, the Naloxone kit will be in the vehicle's first aid bag. Only members who possess a current and valid certification may administer opioid overdose medication in accordance with protocol specified by the physician who prescribed the overdose medication for use by the member (OAR 333-055-0110; OAR 333-055-0115).

Medical Aid and Response

404.8.1 OPIOID OVERDOSE MEDICATION USER RESPONSIBILITIES

Members should check the medication and associated administration equipment at the beginning of their shift to ensure they are serviceable and not expired. Any medication that is expired, or due to expire within six (6) months of expiration or unserviceable administration equipment should be removed from service and given to the Patrol Captain for replacement.

The Patrol Captain, or their designee, will return the medication(s) or equipment needing replacement to the Washington County Sheriff Office - Equipment Room Coordinator and obtain replacement dosage(s) from the, and insure they are put back into the proper vehicle.

404.8.2 OPIOID OVERDOSE MEDICATION REPORTING

Any member administering opioid overdose medication should detail its use in a police report and complete the Naloxone Deployment Report (Attachment A). Written Naloxone reports will be routed to the Patrol Captain.

The Patrol Captain, or their designee, will send the Deployment Report to the Washington County Sheriff Office - WIN team lieutenant and obtain replacement dosage(s) from the Washington County Sheriff Equipment Room Coordinator, and insure they are put back into the proper vehicle.

The WIN Team lieutenant will be responsible storage and replacing Naloxone kits for participating agencies. WIN will also be responsible for regular mandated reporting of Naloxone deployments to the Washington County EMS Medical Director for all participating agencies.

404.8.3 OPIOID OVERDOSE MEDICATION TRAINING

The Training Coordinator should ensure training and retraining is provided to members authorized to administer opioid overdose medication. Training shall be coordinated with the Oregon Health Authority, Public Health Division (OAR 333-055-0110).

The Training Division will maintain records of every member who has been trained in Naloxone deployment and provide these records to the WIN lieutenant. These records will need to be maintained for four (4) years. The Training Division will also issue and keep a copy of Completion of Naloxone Training Certificates for each member trained, (Attachment B).

Records Section

802.1 PURPOSE AND SCOPE

This policy establishes the guidelines for the operational functions of the City of Sherwood Police Department Records Section. The policy addresses agency file access and internal requests for case reports.

802.2 POLICY

It is the policy of the City of Sherwood Police Department to maintain agency records securely, professionally, and efficiently.

802.3 RESPONSIBILITIES

802.3.1 SUPPORT CAPTAIN

The Police Chief shall appoint and delegate certain responsibilities to a Support Captain. The Support Captain shall be directly responsible to the Administration Section Commander or the authorized designee.

The responsibilities of the Support Captain include but are not limited to:

- (a) Overseeing the efficient and effective operation of the Records Section.
- (b) Scheduling and maintaining Records Section time records.
- (c) Supervising, training, and evaluating Records Section staff.
- (d) Maintaining and updating a Records Section procedure manual.
- (e) Ensuring compliance with established policies and procedures.
- (f) Supervising the access, use, and release of protected information (see the Protected Information Policy).
- (g) Establishing security and access protocols for case reports designated as sensitive, where additional restrictions to access have been implemented. Sensitive reports may include but are not limited to:
 - 1. Homicides
 - 2. Cases involving agency members or public officials
 - 3. Any case where restricted access is prudent
- (h) Ensure that information is entered into the Oregon State Police Law Enforcement Data System (LEDS) from court orders received as required by Oregon law.

802.3.2 RECORDS SECTION

The responsibilities of the Records Section include but are not limited to:

- (a) Maintaining a records management system for case reports.

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1. The records management system should include a process for numbering, identifying, tracking, and retrieving case reports.
- (b) Entering case report information into the records management system.
 1. Modification of case reports shall only be made when authorized by a supervisor.
- (c) Providing members of the Agency with access to case reports when needed for investigation or court proceedings.
- (d) Maintaining compliance with federal, state, and local regulations regarding reporting requirements of crime statistics.
- (e) Maintaining compliance with federal, state, and local regulations regarding criminal history reports and auditing.
- (f) Identifying missing case reports and notifying the responsible member's supervisor.
- (g) Maintaining records of reports received from OSP of persons who are prohibited from possessing firearms attempting to purchase or otherwise procure them, and of the actions taken by the Agency in response to those reports. Information and outcome of the actions taken by the Agency shall be provided to OSP on or before Jan. 31 of each year as required by ORS 166.412 and ORS 166.436.
- (h) Maintaining compliance with the Oregon Criminal Justice Commission reporting requirements regarding the number of U visa and T visa certifications requested, granted, and denied by the Agency (2019 Oregon Laws, c.472, § 2).

802.4 FILE ACCESS AND SECURITY

The security of files in the Records Section must be a high priority and shall be maintained as mandated by state or federal law. All case reports including but not limited to initial, supplemental, follow-up, evidence and any other reports related to a police agency case, including field interview (FI) cards, criminal history records, and publicly accessible logs, shall be maintained in a secure area within the Records Section, and accessible only by authorized members of the Records Section. Access to case reports or files when Records Section staff is not available may be obtained through the Shift Supervisor.

The Records Section will also maintain a secure file for case reports deemed by the Police Chief as sensitive or otherwise requiring extraordinary access restrictions.

802.4.1 ORIGINAL CASE REPORTS

Generally, original case reports shall not be removed from the Records Section. Should an original case report be needed for any reason, the requesting agency member shall first obtain authorization from the Records Section. All original case reports removed from the Records Section shall be recorded on a designated report check-out log, which shall be the only authorized manner by which an original case report may be removed from the Records Section.

All original case reports to be removed from the Records Section shall be photocopied and the photocopy retained in the file location of the original case report until the original is returned to

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the Records Section. The photocopied report shall be shredded upon return of the original report to the file.

802.5 CONFIDENTIALITY

Records Section staff has access to information that may be confidential or sensitive in nature. Records Section staff shall not access, view, or distribute, or allow anyone else to access, view, or distribute, any record, file, or report, whether in hard copy or electronic file format, or any other confidential, protected, or sensitive information except in accordance with the Records Maintenance and Release and Protected Information policies and the Records Section procedure manual.

802.6 REPORTING CRIME STATISTICS

Uniform Crime Reporting (UCR) codes shall be assigned to all crime reports in accordance with the Federal Bureau of Investigation's Uniform Crime Reporting Program. It is the responsibility of Records Section personnel to enter such information into the City of Sherwood Police Department data system and ensure that such information is transmitted on a monthly basis to the Oregon State Police Law Enforcement Data System (LEDS) (ORS 181A.225).

802.7 LAW ENFORCEMENT DATA SYSTEM (LEDS) VALIDATION

802.7.1 VEHICLE / VEHICLE PARTS VALIDATIONS

Upon receipt of a Vehicle / Vehicle Parts Validations list from LEDS, the working copy of said case to be validated is pulled from its designated place in the Records office and placed in the LEDS VALIDATION FILE drawer.

Once the files are pulled, they are checked for accurate contact information, i.e. telephone numbers and addresses. If no current phone numbers are available then a letter is sent to the registered owner. If the letter is returned unclaimed or no response is received within the allotted time allowed (15 days from date of letter), the vehicle may be cleared from LEDS/NCIC.

If an insurance company has paid the owner for the stolen vehicle, said insurance company is to be contacted. It is necessary to keep insurance information current and accurate. If the phone numbers listed for the insurance company have been disconnected or are no longer in service and/or letters have been returned as undeliverable and/or no response from the insurance company has been received within the allotted 15-day period, the entries into LEDS/NCIC may be cancelled.

Once the above process has been completed on each entry for a particular file, all documentation pertaining to the Validation process is placed in the original file and the file is returned to the appropriate permanent file storage.

A working copy is defined as the copy of the case kept in records upon entry of the stolen information into LEDS.

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802.7.2 GUNS VALIDATIONS

Upon receipt of a Guns Validations list from LEDS, the working copy of said case to be validated is pulled from its designated place in the Records office and placed in the LEDS VALIDATION FILE drawer.

Once the files are pulled, they are checked for accurate contact information, i.e. telephone numbers and addresses. If no current phone numbers are available then a letter is sent to the registered owner. If the letter is returned unclaimed or no response is received within the allotted time allowed (15 days from date of letter), the gun may be cancelled from LEDS/NCIC.

If an insurance company has paid the owner for the stolen gun, said insurance company is to be contacted. It is necessary to keep insurance information current and accurate. If the phone numbers listed for the insurance company have been disconnected or are no longer in service and/or letters have been returned as undeliverable and/or no response from the insurance company has been received within the allotted 15-day period, the LEDS/NCIC entries may be cancelled.

Once the above process has been completed on each entry for a particular file, all documentation pertaining to the Validation process is placed in said file and the file is returned to the appropriate permanent file storage.

A working copy is defined as the copy of the case kept in records upon entry of the stolen information into LEDS.

802.7.3 ARTICLES / SECURITIES VALIDATIONS

Upon receipt of an Articles / Securities Validations list from LEDS, the working copy of said case to be validated is pulled from its designated place in the Records office and placed in the LEDS VALIDATION FILE drawer.

Once the files are pulled, they are checked for accurate contact information, i.e. telephone numbers and addresses. If no current phone numbers are available then a letter is sent to the registered owner. If the letter is returned unclaimed or no response is received within the allotted time allowed (15 days from date of letter), the article or security may be cancelled from LEDS/NCIC.

If an insurance company has paid the owner for the stolen article or security, said insurance company is to be contacted. It is necessary to keep insurance information current and accurate. If the phone numbers listed for the insurance company have been disconnected or are no longer in service and/or letters have been returned as undeliverable and/or no timely response has been received from the insurance company within the allotted 15-day period, the LEDS/NCIC entries may be cancelled.

A working copy is defined as the copy of the case kept in records upon entry of the stolen information into LEDS.

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802.7.4 BOATS / BOAT PARTS VALIDATIONS

Upon receipt of a Boats / Boat Parts Validations list from LEDS, the working copy of said case to be validated is pulled from its designated place in the Records office and placed in the LEDS VALIDATION FILE drawer.

Once the files are pulled, they are checked for accurate contact information, i.e. telephone numbers and addresses. If no current phone numbers are available then a letter is sent to the registered owner. If the letter is returned unclaimed or no response is received within the allotted time allowed (15 days from date of letter), the boat may be cleared from LEDS/NCIC.

If an insurance company has paid the owner for the stolen boat, said insurance company is to be contacted. It is necessary to keep insurance information current and accurate. If the phone numbers listed for the insurance company have been disconnected or are no longer in service and/or letters have been returned as undeliverable and/or no timely response has been received from the insurance company within the allotted 15-day period, the LEDS/NCIC entries may be cancelled.

Once the above process has been completed on each entry for a particular file, all documentation pertaining to the Validation process is placed in said file and the file is returned to the appropriate permanent file storage.

A working copy is defined as the copy of the case kept in records upon entry of the stolen information into LEDS.

802.7.5 MISSING PERSONS VALIDATIONS

Upon receipt of a Missing Persons Validations list from LEDS, the working copy of said case to be validated is pulled from its designated place in the Records office and placed in the LEDS VALIDATION FILE drawer.

If the person who has been reported as missing as not been located within 30 days after the missing person report is made, the officer assigned to said case shall contact the reporting party and determine if the person is still missing.

All records for juvenile, runaways, or missing persons that cannot be validated will be retained in the system.

Upon receipt of a License Plates Validations list from LEDS, the working copy of said case to be validated is pulled from its designated place in the Records office and placed in the LEDS VALIDATION FILE drawer.

Once the files are pulled, they are checked for accurate contact information, i.e. telephone numbers and addresses. If no current phone numbers are available then a letter is sent to the registered owner. If the letter is returned unclaimed or no response is received within the allotted time allowed (15 days from date of letter), the license plate(s) may be cleared from LEDS/NCIC.

If the tags on the stolen license plate(s) have expired, the entries in LEDS/NCIC can be cleared.

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Once the above process has been completed on each entry for a particular file, all documentation pertaining to the Validation process is placed in said file and the file is returned to the appropriate permanent file storage.

A working copy is defined as the copy of the case kept in records upon entry of the stolen information into LEDS.

Recruitment and Selection

1000.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the City of Sherwood Police Department and that are promulgated and maintained by the Department of Human Resources.

1000.2 POLICY

In accordance with applicable federal, state, and local law, the City of Sherwood Police Department provides equal opportunities for applicants and employees, regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Agency does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The Agency will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

1000.2.1 SELECTION

The selection of non-sworn employees will be administered by the City of Sherwood Department of Human Resources Manager and will include participation of police department personnel as designated by the Police Chief. Finalists will be interviewed by the Police Chief prior to appointment. A conditional job offer will be made contingent on submission of inked fingerprints for criminal history clearance as required by the Oregon State Police Criminal Justice Information System Division.

The recruitment and selection process for police officers will ensure that the applicant meets the standards and is tested as required by the Oregon Department of Public Safety and Training, (Oregon Administrative Rules, Chapter 259-008.) The initial phase of the selection process will determine whether the applicant meets the minimum qualifications as set forth in the job description. A formal job description will be established for every position within the agency, and will be periodically reviewed and updated. The City of Sherwood Human Resources Manager will maintain current and accurate job descriptions that include required duties and responsibilities for all positions within the Sherwood Police Department. The subsequent phases of the process will progressively eliminate unsuitable candidates and advance the most qualified applicants; who must successfully complete the following:

- Oregon Physical Abilities Test
- National Police Officer Selection Test

Recruitment and Selection

- Panel interviews
- Submission of a background packet, Personal History Questionnaire, and California Personality Inventory
- Initial non-medical assessment of the Personal History Questionnaire
- Submission of inked fingerprints for criminal records check
- Interview by command staff
- Conditional job offer
- Background investigation
- Review of background investigation
- Psychological assessment
- Medical test
- Appointment

This process may be modified to accommodate specific conditions or requirements of assignments. (An example of such modification may pertain to officers applying for lateral transfer that are currently certified in Oregon.)

1000.3 RECRUITMENT

The Administration Section Commander should employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.
- (c) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive agency website and the use of agency-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities and the military.
- (e) Employee referral and recruitment incentive programs.
- (f) Consideration of shared or collaborative regional testing processes.

The Administration Section Commander shall avoid advertising, recruiting and screening practices that tend to stereotype, focus on homogeneous applicant pools or screen applicants in a discriminatory manner.

The Agency should strive to facilitate and expedite the screening and testing process, and should periodically inform each candidate of his/her status in the recruiting process.

Recruitment and Selection

1000.4 SELECTION PROCESS

The Agency shall actively strive to identify a diverse group of candidates who have in some manner distinguished themselves as being outstanding prospects. Minimally, the Agency should employ a comprehensive screening, background investigation, and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)
 - (a) The personnel records of any applicant for officer or reserve officer shall be requested from any law enforcement agency where the applicant was previously employed and reviewed prior to extending an offer of employment (2020 Oregon Laws, c.7, § 4).
- (b) Driving record
- (c) Reference checks
- (d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes.
- (e) Information obtained from public internet sites
- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.) and ORS 659A.320
- (g) Local, state, and federal criminal history record checks
- (h) Medical and psychological examination (may only be given after a conditional offer of employment)
- (i) Review board or selection committee assessment

1000.4.1 VETERAN PREFERENCE

Veterans of the United States Armed Forces who served on active duty and who meet the minimum qualification for employment may receive preference pursuant to ORS 408.230.

1000.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the City of Sherwood Police Department (OAR 259-008-0015).

1000.5.1 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA (15 USC § 1681d).

Recruitment and Selection

1000.5.2 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private or protected information, the Administration Section Commander shall not require candidates to provide passwords, account information or access to password-protected social media accounts (ORS 659A.330).

The Administration Section Commander should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate and validated.
- (c) The Agency fully complies with applicable privacy protections and local, state and federal law.

Regardless of whether a third party is used, the Administration Section Commander should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

1000.5.3 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

1000.5.4 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

1000.5.5 STATE NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with ORS 659A.320.

1000.6 DISQUALIFICATION GUIDELINES

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public

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- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

1000.7 EMPLOYMENT STANDARDS

All candidates shall meet the minimum standards required by state law (OAR 259-008-0010; OAR 259-008-0300). Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the Agency and the community.

Validated, job-related, and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge, and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Department of Human Resources should maintain validated standards for all positions.

1000.7.1 STANDARDS FOR OFFICERS

Candidates shall meet the minimum standards established by the Oregon Department of Public Safety Standards and Training (DPSST), including the following (OAR 259-008-0010; OAR 259-008-0300):

- (a) Be a citizen of the United States or a nonimmigrant legally admitted to the United States under a Compact of Free Association within 18 months of hire date
- (b) Be at least 21 years of age
- (c) Be fingerprinted for a check by the Oregon State Police Identification Services Section within 90 days of employment
- (d) Be free of convictions for any of the following:
 1. Any felony
 2. Any offense for which the maximum term of imprisonment is more than one year
 3. Any offense related to the unlawful use, possession, delivery, or manufacture of a controlled substance, narcotic, or dangerous drug
 4. Any offense that would subject the candidate to a denial or revocation of a peace officer license
- (e) Meet the moral fitness standards
- (f) Possess a high school diploma, GED equivalent, or a four-year post-secondary degree
- (g) Complete a medical examination

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- (h) Meet the physical standards requirements
- (i) Complete a psychological screening (ORS 181A.485)
- (j) Complete a law enforcement skills proficiency test

1000.7.2 STANDARDS FOR DISPATCHERS

Candidates shall meet the minimum standards established by DPSST, including the following (OAR 259-008-0011; OAR 259-008-0300):

- (a) Be fingerprinted for a check by the Oregon State Police Identification Services Section within 90 days of employment
- (b) Be free of convictions for any of the following:
 - 1. Any felony
 - 2. Any offense for which the maximum term of imprisonment is more than one year
 - 3. Any offense related to the unlawful use, possession, delivery, or manufacture of a controlled substance, narcotic, or dangerous drug
 - 4. Any offense that would subject the candidate to a denial or revocation of a telecommunicator license
- (c) Meet the moral fitness standards
- (d) Possess a high school diploma, GED equivalent, or a four-year advanced degree
- (e) Complete a medical examination
- (f) Meet the physical standards requirements

1000.8 PROBATIONARY PERIODS

The Administration Section Commander should coordinate with the Sherwood Department of Human Resources to identify positions subject to probationary periods and procedures for:

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Extending probation.
- (d) Documenting successful or unsuccessful completion of probation.

Drug- and Alcohol-Free Workplace

1007.1 PURPOSE AND SCOPE

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace.

1007.2 POLICY

It is the policy of this department to provide and maintain a drug- and alcohol-free workplace for all members.

1007.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on department time can endanger the health and safety of department members and the public. Such use shall not be tolerated (41 USC § 8103).

Members who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the Shift Supervisor or appropriate supervisor as soon as the member is aware that he/she will not be able to report to work. If the member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, he/she shall be immediately removed and released from work (see Work Restrictions in this policy).

1007.3.1 USE OF MEDICATIONS

Members should avoid taking any medications that will impair their ability to safely and completely perform their duties. Any member who is medically required or has a need to take any such medication shall report that need to his/her immediate supervisor prior to commencing any on-duty status.

No member shall be permitted to work or drive a vehicle owned or leased by the Department while taking any medication that has the potential to impair his/her abilities, without a written release from his/her physician.

Possession of either recreational marijuana or medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

Members who use, or intend to use, medical marijuana in connection with a disability should discuss with their means of accommodating the disability in the workplace. The department will not agree to allow an employee to use marijuana as an accommodation.

1007.4 MEMBER RESPONSIBILITIES

Members shall report for work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on department premises or on department time (41 USC § 8103).

Drug- and Alcohol-Free Workplace

The lawful possession or use of prescribed medications, with the exception of marijuana, or over-the-counter remedies is excluded from this prohibition.

Members who are authorized to consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

Members shall notify a supervisor immediately if they observe behavior or have other evidence that they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use, or that has violated this policy.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

1007.5 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Department of Human Resources, their insurance providers or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

1007.6 WORK RESTRICTIONS

If a member informs a supervisor that he/she has consumed any alcohol, drug or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from his/her physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and shall ensure that he/she is safely transported away from the Department.

1007.7 REQUESTING SCREENING TESTS

A supervisor may request an employee to submit to a screening test under the following circumstances:

- (a) The supervisor has reasonable suspicion to believe, based upon objective facts, that the employee has used marijuana or is under the influence of alcohol or drugs that are impairing his/her ability to perform their duties safely and efficiently.
- (b) The employee discharges a firearm, other than by accident, in the performance of his/her duties.
- (c) During the performance of his/her duties, the employee drives a motor vehicle and becomes involved in an incident that results in bodily injury to him/herself or another person or substantial damage to property.

Drug- and Alcohol-Free Workplace

1007.7.1 SUPERVISOR RESPONSIBILITY

The supervisor shall prepare a written record documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

1007.7.2 SCREENING TEST REFUSAL

An employee may be subject to disciplinary action if he/she:

- (a) Fails or refuses to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, that he/she took the controlled substance as directed, pursuant to a current and lawful prescription issued in his/her name.
- (c) Violates any provisions of this policy.

1007.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the Department will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1007.9 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the employee's other personnel files.

Personnel Complaints

1011.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation and disposition of complaints regarding the conduct of members of the City of Sherwood Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1011.2 POLICY

The City of Sherwood Police Department takes seriously all complaints regarding the service provided by the Agency and the conduct of its members.

The Agency will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state and local law, municipal and county rules and the requirements of any collective bargaining agreements.

It is also the policy of this agency to ensure that the community can report misconduct without concern for reprisal or retaliation.

1011.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of agency policy or of federal, state or local law, policy or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate agency policy or federal, state or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the response to specific incidents by the Agency.

1011.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal - A matter in which the Shift Supervisor is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member.

Formal - A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the Professional Standards Unit, depending on the seriousness and complexity of the investigation.

Incomplete - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Professional Standards Unit, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

Personnel Complaints

1011.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any agency member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

1011.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1011.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the agency website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

1011.4.2 ACCEPTANCE

All complaints will be courteously accepted by any agency member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs or physical evidence may be obtained as necessary.

1011.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Agency should audit the log and send an audit report to the Police Chief or the authorized designee.

Personnel Complaints

1011.5.1 COMPLAINTS ALLEGING PROFILING

Complaints related to profiling should be clearly marked to assist in reporting as required in the Bias-Based Policing Policy (ORS 131.920).

1011.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

1011.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Police Chief or the authorized designee may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 - 1. The original complaint form will be directed to the Shift Supervisor of the accused member, via the chain of command, who will take appropriate action and/or determine who will have responsibility for the investigation.
 - 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the member's Section Commander or the Police Chief, who will initiate appropriate action.
- (b) Responding to all complainants in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 - 1. Follow-up contact with the complainant should be made within 24 hours of the Agency receiving the complaint.
 - 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Shift Supervisor.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Shift Supervisor and Police Chief are notified via the chain of command as soon as practicable.
- (e) Promptly contacting the Department of Human Resources and the Shift Supervisor for direction regarding the supervisor's role in addressing a complaint that relates to sexual, racial, ethnic or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the Shift Supervisor, who will determine whether to contact the complainant or assign the complaint for investigation.

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- (g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.
- (h) Investigating a complaint as follows:
 - 1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
 - 2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.
- (k) Providing the complainant with periodic updates on the status of the investigation, as appropriate.

1011.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or a member of the Professional Standards Unit, the following applies to employees covered by the provisions of ORS 236.350 through ORS 236.360.

- (a) Interviews of an accused employee shall be conducted during reasonable (normal waking) hours and preferably when the employee is on-duty, unless the seriousness of the investigation requires otherwise. If the employee is off-duty, he/she shall be compensated.
- (b) Unless waived by the employee, interviews of an accused employee shall be at the City of Sherwood Police Department or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused employee.
- (d) The interviewers shall inform the employee of their authority to compel a statement and of the identity of the investigators and all persons present during the interview.
- (e) Prior to any interview, an employee should be informed of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation.
- (f) All interviews should be for a reasonable period and the employee's personal needs should be accommodated.
- (g) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards, or other inducements be used to obtain answers.
- (h) Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
 - 1. An employee should be given an order to answer questions in an administrative investigation that might incriminate the member in a criminal matter only after the member has been given a *Garrity* advisement. Administrative investigators should consider the impact that compelling a statement from the employee may have on any related criminal investigation and should take reasonable

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steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).

2. No information or evidence administratively coerced from an employee may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
 - (i) The interviewer should record all interviews of employees and witnesses. The employee may also record the interview. If the employee has been previously interviewed, a copy of that recorded interview, and upon request any existing transcripts of the interview or reports describing the interview, shall be provided to the employee prior to any subsequent interview.
 - (j) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, to maintain the integrity of each individual's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
 - (k) In a disciplinary or administrative investigation, the employee's chosen representative cannot be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the employee to the representative for purposes of the representation.
 - (l) As soon as it is determined that the employee may be charged with a criminal offense, the employee shall be informed of the employee's right to consult with criminal defense counsel with respect to the criminal charge.
 - (m) All employees shall provide complete and truthful responses to questions posed during interviews.
 - (n) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.

1011.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete and essentially follow this format:

Introduction - Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

Synopsis - Provide a brief summary of the facts giving rise to the investigation.

Summary - List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

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Conclusion - A recommendation regarding further action or disposition should be provided.

Exhibits - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1011.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded - When the investigation discloses that the alleged acts did not occur or did not involve agency members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.

1011.6.5 COMPLETION OF INVESTIGATIONS

The Administration Supervisor shall ensure that investigations are completed and peace officers are provided notification of intended discipline no later than six months from the date of the first interview. The Police Chief or Administration Supervisor may extend the investigation to a maximum of 12 months from the date of the first interview, provided that, before the extended period begins, the Agency gives written notice explaining the reason for the extension to the peace officer and the peace officer's chosen representative and union representative, if any (ORS 236.360(6)(a)).

The above time limits do not apply when (ORS 236.360(6)(b)):

- (a) The investigation involves a peace officer who is incapacitated or unavailable.
- (b) The investigation involves an allegation of workers' compensation or disability fraud by the peace officer.
- (c) The peace officer, in writing, waives the limit.
- (d) The investigation requires a reasonable extension of time for coordination with one or more other jurisdictions.
- (e) The investigation involves more than one peace officer and requires a reasonable extension of time.

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- (f) The alleged misconduct is also the subject of a criminal investigation or criminal prosecution. Time does not run for the period during which the criminal investigation or criminal prosecution is pending.
- (g) The investigation involves a matter in civil litigation in which the peace officer is a named defendant or the peace officer's actions are alleged to be a basis for liability. Time does not run for the period during which the civil action is pending.
- (h) The investigation is the result of a complaint by a person charged with a crime. Time does not run for the period during which the criminal matter is pending.

1011.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

1011.7 ADMINISTRATIVE SEARCHES

Assigned lockers, storage spaces and other areas, including desks, offices and vehicles, may be searched as part of an administrative investigation upon a reasonable suspicion of misconduct.

Such areas may also be searched any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio or other document or equipment.

1011.8 ADMINISTRATIVE LEAVE

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the Agency, the Police Chief or the authorized designee may temporarily assign an accused employee to administrative leave. Any employee placed on administrative leave:

- (a) May be required to relinquish any agency badge, identification, assigned weapons and any other agency equipment.
- (b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.
- (c) May be temporarily reassigned to a different shift, generally a normal business-hours shift, during the investigation. The employee may be required to remain available for contact at all times during such shift, and will report as ordered.

1011.8.1 RESIGNATIONS/RETIREMENTS PRIOR TO COMPLETION OF INVESTIGATIONS

In the event that an employee tenders a written resignation or retirement prior to the completion of an investigation, such action shall be noted in the investigative file.

The tender of a resignation or retirement by itself shall not serve as grounds for the suspension of the investigation.

1011.9 CRIMINAL INVESTIGATION

Where a member is accused of potential criminal conduct, a separate supervisor or investigator shall be assigned to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation may parallel a criminal investigation.

Personnel Complaints

The Police Chief shall be notified as soon as practicable when a member is accused of criminal conduct. The Police Chief may request a criminal investigation by an outside law enforcement agency.

A member accused of criminal conduct shall be provided with all rights afforded to a civilian. The member should not be administratively ordered to provide any information in the criminal investigation.

The City of Sherwood Police Department may release information concerning the arrest or detention of any member, including an officer, that has not led to a conviction. No disciplinary action should be taken until an independent administrative investigation is conducted.

1011.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES

Upon completion of a formal investigation, an investigation report should be forwarded to the Police Chief through the chain of command. Each level of command should review the report and include his/her comments in writing before forwarding the report. The Police Chief may accept or modify any classification or recommendation for disciplinary action. Forms of discipline include, but are not limited to, training, counseling and punitive action.

1011.10.1 SECTION COMMANDER RESPONSIBILITIES

Upon receipt of any completed personnel investigation, the Section Commander of the involved member shall review the entire investigative file, the member's personnel file and any other relevant materials.

The Section Commander may make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

Prior to forwarding recommendations to the Police Chief, the Section Commander may return the entire investigation to the assigned investigator or supervisor for further investigation or action.

When forwarding any written recommendation to the Police Chief, the Section Commander shall include all relevant materials supporting the recommendation. Actual copies of a member's existing personnel file need not be provided and may be incorporated by reference.

1011.10.2 POLICE CHIEF RESPONSIBILITIES

Upon receipt of any written recommendation for disciplinary action, the Police Chief shall review the recommendation and all accompanying materials. The Police Chief may modify any recommendation and/or may return the file to the Section Commander for further investigation or action.

Once the Police Chief is satisfied that no further investigation or action is required by staff, the Police Chief shall determine the amount of discipline, if any that should be imposed. In the event disciplinary action is proposed, the Police Chief shall provide the member with a written notice and the following:

- (a) Access to all of the materials considered by the Police Chief in recommending the proposed discipline.

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Personnel Complaints

- (b) An opportunity to respond orally or in writing to the Police Chief within five days of receiving the notice.
 - 1. Upon a showing of good cause by the member, the Police Chief may grant a reasonable extension of time for the member to respond.
 - 2. If the member elects to respond orally, the presentation shall be recorded by the Agency. Upon request, the member shall be provided with a copy of the recording.

Once the member has completed his/her response or if the member has elected to waive any such response, the Police Chief shall consider all information received in regard to the recommended discipline. The Police Chief shall render a timely written decision to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Police Chief has issued a written decision, the discipline shall become effective.

1011.10.3 NOTICE OF FINAL DISPOSITION TO THE COMPLAINANT

The Police Chief or the authorized designee should ensure that the complainant is notified of the disposition (i.e., sustained, not sustained, exonerated, unfounded) of the complaint (ORS 181A.830).

If the complaint is related to profiling, the complainant shall be notified in writing with a statement of the final disposition within a reasonable time after the conclusion of the investigation (ORS 131.920).

1011.10.4 NOTICE REQUIREMENTS

If an investigation of an officer of this agency results from a complaint, the Agency may disclose to the complainant the disposition of the complaint and if necessary provide a written summary of the information obtained in the investigation (ORS 181A.830).

1011.11 PRE-DISCIPLINE EMPLOYEE RESPONSE

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Police Chief after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

- (a) The response is not intended to be an adversarial or formal hearing.
- (b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
- (c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Police Chief to consider.
- (d) In the event that the Police Chief elects to conduct further investigation, the employee shall be provided with the results prior to the imposition of any discipline.

Personnel Complaints

- (e) The employee may thereafter have the opportunity to further respond orally or in writing to the Police Chief on the limited issues of information raised in any subsequent materials.

1011.12 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE

In the event that a member tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself shall not serve as grounds for the termination of any pending investigation or discipline.

1011.13 POST-DISCIPLINE APPEAL RIGHTS

Non-probationary employees have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, or termination from employment. The employee has the right to appeal using the procedures established by any collective bargaining agreement and/or personnel rules.

1011.14 PROBATIONARY EMPLOYEES AND OTHER MEMBERS

At-will and probationary employees and members other than non-probationary employees may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy, and without notice or cause at any time. These individuals are not entitled to any rights under this policy. However, any of these individuals released for misconduct should be afforded an opportunity solely to clear their names through a liberty interest hearing, which shall be limited to a single appearance before the Police Chief or the authorized designee.

Any probationary period may be extended at the discretion of the Police Chief in cases where the individual has been absent for more than a week or when additional time to review the individual is considered to be appropriate.

1011.15 RETENTION OF PERSONNEL INVESTIGATION FILES

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Files Policy.

1011.16 DEPARTMENT OF PUBLIC SAFETY STANDARDS AND TRAINING COMPLAINTS

Complaints received from the Department of Public Safety Standards and Training (DPSST) that involve officers or dispatchers will be investigated as outlined in this policy. The Police Chief or the authorized designee is responsible for notifying DPSST of the disposition of the complaint (OAR 259-008-0400).

Personal Appearance Standards

1026.1 PURPOSE AND SCOPE

In order to project uniformity and neutrality toward the public and other members of the Agency, employees of this agency shall maintain their personal hygiene and appearance to project a professional image appropriate for this agency and for their assignment.

1026.2 GROOMING STANDARDS

Unless otherwise stated and because deviations from these standards could present officer safety issues, the following appearance standards shall apply to all employees, except those whose current assignment would deem them not appropriate, and where the Police Chief has granted exception.

1026.2.1 HAIR

Hairstyles of all members shall be neat in appearance. For male sworn members, hair must not extend below the top edge of the uniform collar while assuming a normal stance.

For female sworn members, hair must be no longer than the horizontal level of the bottom of the uniform patch when the employee is standing erect, worn up or in a tightly wrapped braid or ponytail.

Hair color shall remain consistent with a professional image, generally accepted law enforcement standards and naturally occurring human hair colors.

1026.2.2 MUSTACHES

A neatly trimmed mustache may be worn. Mustaches shall not extend more than 1/4" below the corners of the mouth or beyond the natural hairline of the upper lip.

1026.2.3 SIDEBURNS

Sideburns shall not extend below the bottom of the ear lobe and shall be trimmed and neat.

1026.2.4 BEARDS

Department members may wear a goatee or full beard subject to the following conditions:

- A neatly trimmed goatee may be worn. Goatees shall be no longer than 1/4" in length and the width of the goatee shall not extend past the edge of the mustache as outlined in policy 1044.2.2.
- A neatly trimmed full beard may be worn. Members must notify their immediate supervisor in advance of their intention to grow a beard. An unshaven "transition period" of 4 weeks is allowed for the member to grow the beard, however, if the beard has not reached full coverage within 4 weeks, the member will be required to shave. A member is allowed only one transition period per year. Beards must be trimmed so as not to extend 1/4" below the jaw line, nor above the line of the mustache and must be trimmed to no more than 1/4" in length. Beards must achieve full coverage so there

Personal Appearance Standards

are no gaps or spotty coverage of the skin. Beards must be worn with a mustache, be an extension of the sideburns without interruption and be of natural color.

1026.2.5 FINGERNAILS

Fingernails extending beyond the tip of the finger can pose a safety hazard to officers or others. For this reason, fingernails shall be trimmed so that no point of the nail extends beyond the tip of the finger.

1026.2.6 JEWELRY

For the purpose of this policy, jewelry refers to rings, earrings, necklaces, bracelets, wristwatches, and tie tacks or tie bars. Jewelry shall present a professional image and may not create a safety concern for the agency member or others. Jewelry that depicts racial, sexual, discriminatory, gang-related, or obscene language is not allowed.

- (a) Necklaces shall not be visible above the shirt collar.
- (b) Earrings shall be small and worn only in or on the earlobe.
- (c) One ring or ring set may be worn on each hand of the agency member. No rings should be of the type that would cut or pose an unreasonable safety risk to the member or others during a physical altercation, if the member is assigned to a position where that may occur.
- (d) One small bracelet, including a bracelet identifying a medical condition, may be worn on one arm.
- (e) Wristwatches shall be conservative and present a professional image.
- (f) Tie tacks or tie bars worn with civilian attire shall be conservative and present a professional image.

1026.3 TATTOOS

While on-duty or representing the City of Sherwood Police Department in any official capacity, members should make every reasonable effort to conceal tattoos or other body art. At no time while the member is on-duty or representing the Agency in any official capacity shall any offensive tattoo or body art be visible. Examples of offensive tattoos include but are not limited to those that exhibit or advocate discrimination; those that exhibit gang, supremacist, or extremist group affiliation; and those that depict or promote drug use, sexually explicit acts, or other obscene material.

1026.4 BODY PIERCING OR ALTERATION

Body piercing or alteration to any area of the body visible in any authorized uniform or attire that is a deviation from normal anatomical features and which is not medically required is prohibited except with prior authorization of the Chief of Police. Such body alteration includes, but is not limited to:

- (a) Tongue splitting or piercing.
- (b) The complete or transdermal implantation of any material other than hair replacement.

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Personal Appearance Standards

- (c) Abnormal shaping of the ears, eyes, nose or teeth, except that ear plugs no larger than 00 are permitted.
- (d) Branding or scarification.

Employee Speech, Expression and Social Networking

1032.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with employee use of social networking sites and to provide guidelines for the regulation and balancing of employee speech and expression with the needs of the Department.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or officer associations, about matters of public concern, such as misconduct or corruption.

Employees are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

1032.1.1 APPLICABILITY

This policy applies to all forms of communication including, but not limited to, film, video, print media, public or private speech, use of all Internet services, including the World Wide Web, e-mail, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video and other file-sharing sites.

1032.2 POLICY

Public employees occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of this department. Due to the nature of the work and influence associated with the law enforcement profession, it is necessary that employees of this department be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the City of Sherwood Police Department will carefully balance the individual employee's rights against the Department's needs and interests when exercising a reasonable degree of control over its employees' speech and expression.

1032.3 SAFETY

Employees should consider carefully the implications of their speech or any other form of expression when using the Internet. Speech and expression that may negatively affect the safety of the City of Sherwood Police Department employees, such as posting personal information in a public forum, can result in compromising an employee's home address or family ties. Employees should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any employee, an employee's family or

Employee Speech, Expression and Social Networking

associates. Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing a photograph and name or address of an officer who is working undercover.
- Disclosing the address of a fellow officer.
- Otherwise disclosing where another officer can be located off-duty.

1032.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT

To meet the department's safety, performance and public-trust needs, the following are prohibited unless the speech is otherwise protected (for example, an employee speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or officer associations, on a matter of public concern):

- (a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the City of Sherwood Police Department or its employees.
- (b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the City of Sherwood Police Department and tends to compromise or damage the mission, function, reputation or professionalism of the City of Sherwood Police Department or its employees. Examples may include:
 - 1. Statements that indicate disregard for the law or the state or U.S. Constitution.
 - 2. Expression that demonstrates support for criminal activity.
 - 3. Participating in sexually explicit photographs or videos for compensation or distribution.
- (c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the employee as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the employees of the Department. For example, a statement on a blog that provides specific details as to how and when prisoner transportations are made could reasonably be foreseen as potentially jeopardizing employees by informing criminals of details that could facilitate an escape or attempted escape.
- (e) Speech or expression that is contrary to the canons of the Criminal Justice Code of Ethics as adopted by the City of Sherwood Police Department.
- (f) Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the Department for financial or personal gain, or any disclosure of such materials without the express

Employee Speech, Expression and Social Networking

authorization of the Police Chief or the authorized designee (or any other act that would constitute a misuse of public information in violation of ORS 162.425).

- (g) Posting, transmitting or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies the City of Sherwood Police Department on any personal or social networking or other website or web page, without the express authorization of the Police Chief.
- (h) Accessing websites for non-authorized purposes, or use of any personal communication device, game device or media device, whether personally or department-owned, for personal purposes while on-duty, except in the following circumstances:
 - 1. When brief personal communications may be warranted by the circumstances (e.g., inform family of extended hours).
 - 2. During authorized breaks; such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

Employees must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the employee (e.g., social or personal website).

1032.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While employees are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit or officer associations, employees may not represent the City of Sherwood Police Department or identify themselves in any way that could be reasonably perceived as representing the City of Sherwood Police Department in order to do any of the following, unless specifically authorized by the Police Chief:

- (a) Endorse, support, oppose or contradict any political campaign or initiative.
- (b) Endorse, support, oppose or contradict any social issue, cause or religion.
- (c) Endorse, support or oppose any product, service, company or other commercial entity.
- (d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website.

Additionally, when it can reasonably be construed that an employee, acting in his/her individual capacity or through an outside group or organization (e.g. bargaining group), is affiliated with this department, the employee shall give a specific disclaiming statement that any such speech or expression is not representative of the City of Sherwood Police Department.

A notice of restrictions on political activities by employees will be posted and maintained by the Department in a place that is conspicuous to all employees as required by law (ORS 260.432).

Employee Speech, Expression and Social Networking

Employees retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized bargaining unit or officer associations, on political subjects and candidates at all times while off-duty. However, employees may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Employees are also prohibited from directly or indirectly using their official authority to coerce, command or advise another employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

1032.5 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to e-mails, texts or anything published or maintained through file-sharing software or any Internet site (e.g., Facebook, MySpace) that is accessed, transmitted, received or reviewed on any department technology system (see the Information Technology Use Police for additional guidance).

The Department reserves the right to access, audit and disclose for whatever reason any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the Department, including the department e-mail system, computer network or any information placed into storage on any department system or device.

This includes records of all key strokes or web-browsing history made at any department computer or over any department network. The fact that access to a database, service or website requires a user name or password will not create an expectation of privacy if it is accessed through department computers, electronic devices or networks. However, the Department may not require a member to disclose a personal user name or password, or open a personal social website, except when access is reasonably believed to be relevant to the investigation of allegations of work-related misconduct (ORS 659A.330)

1032.6 CONSIDERATIONS

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Police Chief or authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the Department or the efficiency or morale of its members.
- (c) Whether the speech or conduct would reflect unfavorably upon the Department.
- (d) Whether the speech or conduct would negatively affect the member's appearance of impartiality in the performance of his/her duties.
- (e) Whether similar speech or conduct has been previously authorized.

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Employee Speech, Expression and Social Networking

- (f) Whether the speech or conduct may be protected and outweighs any interest of the Department.

1032.7 TRAINING

Subject to available resources, the Department should provide training regarding employee speech and the use of social networking to all members of the Department.

TO: Sherwood City Council

FROM: Julia Hajduk, Community Development Director
Through: Keith D. Campbell, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2022-012, Expressing opposition to certain mining activities in the vicinity of Rock Creek

Issue:

Should City Council express their opposition to certain mining activities in the vicinity of Rock Creek?

Background:

There are several existing and planned quarries in the vicinity of Rock Creek and the City has, on occasion, been asked to provide input on proposed changes to mining activities. The attached resolution is intended to make clear the City's concern about mining activities that may impact off-site ground water, including wetlands and authorizes the City Manager and staff to express those concerns to permitting authorities. It should be noted that the resolution expressly acknowledges and differentiates activities associated with development. This will allow staff to continue to support the issuance of permits required for rock removal required for grading activities, roads or utility construction in the Tonquin Employment Area.

Financial Impacts:

There are no financial impacts with approving this request.

Recommendation: Staff respectfully recommends that the Council approve Resolution 2022-012, expressing opposition to certain mining activities in the vicinity of Rock Creek.



RESOLUTION 2022-012

EXPRESSING OPPOSITION TO CERTAIN MINING ACTIVITIES IN THE VICINITY OF ROCK CREEK

WHEREAS, there are a number of existing and planned quarries in the vicinity of Rock Creek; and

WHEREAS, the act of mining a quarry and subsequently filling the quarry can have significant off-site environmental impacts; and

WHEREAS, the Tualatin River National Wildlife Refuge and our many natural resources are part of the Sherwood identity and any project that negatively impacts these resources is of concern to the City; and

WHEREAS, blasting required for mining operations subjects the land and residents to long term impacts that can affect ground water and livability; and

WHEREAS, there are many sites within the area where aggregate can be obtained that do not require going below the water table and potentially creating long term social and environmental impacts; and

WHEREAS, while the City of Sherwood supports activities consistent with traditional development, the impact of a quarry has significantly more opportunity for negative externalities.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council expresses its opposition to any permit to mine aggregate in the Rock Creek area that involves going below the water table or beyond grading requirements for normal development (including roads and utilities).

Section 2. The City Manager and staff are authorized and directed to share Council's position as needed and appropriate with permitting agencies, applicants, and the public.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 15th of February 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Resolution 2022-012

February 15, 2022

Page 1 of 1

TO: Sherwood City Council

FROM: Julia Hajduk, Community Development Director

Through: Keith D. Campbell, City Manager and Josh Soper, City Attorney

SUBJECT: **Ordinance 2022-001, Amending Title 6 of the Municipal Code as it relates to the regulation of chickens**

Issue:

Should the City Council amend the Municipal Code to allow raising chickens in the residential zone and establish a license process with fees for the animals?

Background:

In March 2015, the City Council directed the Planning Commission to re-evaluate prior code language that had been developed, and not adopted, concerning raising chickens in residential zones. The Planning Commission held a number of work sessions followed by a public hearing on July 14, 2015. At the close of the hearing and deliberations, the Planning Commission voted to recommend denial of the proposed code amendments to the City Council. They did not believe that there was enough community support in favor of changing the policy concerning chickens and found the testimony regarding adjacent neighborhood health and hygiene concerns persuasive. The City Council held a public hearing on September 15, 2015 concerning the proposed amendments and received public testimony. Additional amendments were made based on Council input and internal staff discussions; however, Council chose not to take action on the Ordinance.

Over the subsequent years, Council has received comments and concerns from residents about the lack of a viable process for the raising of chickens in residential areas. On October 5, 2021, Council held a work session to discuss whether to consider code language to allow chickens in residential areas. During that presentation, they were provided a timeline of the prior considerations and the draft text that had been developed in 2015. After discussion, the Council felt that the language previously drafted provided a framework and process for allowing the raising of chickens and directed staff to proceed with schedule a hearing for them to formally consider the proposed amendments.

While the original amendments went through the Planning Commission, it was determined that there were no changes required to Title 16 (the Development Code) and therefore, additional Planning Commission review and recommendation was not required.

Exhibit A to the Ordinance is the proposed new language for Title 6. Attached to this staff report (Attachment 1) is the draft application form that has been developed along with a draft letter that would be used to notify neighbors of permittees that a chicken permit had been granted. This notification is to ensure residents know what the regulations are and have a resource in the event the rules are not being adhered to.

Financial Impacts:

If the City Council approves the proposed ordinance, the license fee would need to be adopted into the fee schedule. It is recommended that this fee be initially set at \$50 with the understanding that actual time would be tracked and the fee may need to be adjusted in the future to ensure that it covered the cost of staff review time and processing for the approval of the licenses. The Code Enforcement Officer responds to complaints for violations of the Municipal Code as part of the general duties of that staff position. Initially more time may be allocated to provide education on the new ordinance for those wishing to raise chickens.

Alternatives:

The Council has several alternatives to consider at the hearing:

- Approve the Ordinance with the amendments in Exhibit A as written
- Approve the Ordinance with modifications to Exhibit A
- Send it back to staff and/or the Planning Commission for further review
- Do not adopt the Ordinance

Recommendation:

Staff respectfully recommends City Council hold a public hearing on Ordinance 2022-001, amending Title 6 of the Municipal Code as it relates to the regulation of chickens.

Attachments:

1 – Draft application form and neighbor notification letter

**Attachment 1**

Case No. _____

Fee _____

Receipt # _____

Date _____

Application for Raising Chickens**Owner/Applicant Information:**

Applicant: _____

Phone: _____

Applicant Address: _____

Email: _____

NOTE: If you are in a Home Owners Association, please check with them prior to submitting an application to raise chickens. Not all HOA's allow the raising of chickens.

If the applicant is not the property owner, permission from the owner must be provided below:

Owner: _____

Phone: _____

Owner Address: _____

Email: _____

Contact for Additional Information: _____

Property Owner's Signature _____ **Date:** _____**Property Information:**

Size of Property _____

Number of chickens proposed onsite _____

Chicken Enclosure Site Plan:

Please attach a "to scale" site plan that clearly shows: (Example of "to scale" 1 inch = 4 ft)

- ☐ Lot dimensions with size and location of house and all existing accessory structures.
- ☐ Chicken enclosure structure and areas for the keeping chickens
- ☐ Location of fencing used to keep animals contained within the site.

Neighbor Notification

List the names and addresses of all owners/residents of property adjoining the chicken license holder.

Names**Addresses**

_____	_____
_____	_____
_____	_____
_____	_____

This license is valid for 5 years and may be renewed for an additional 5 years.

Authorizing Signatures: _____

Standards for Raising Backyard Chickens (Sherwood Municipal Code Chapter 6.03)

I acknowledge that I have read the applicable Standards for Raising Chickens and understand that I must demonstrate to the City review authorities my compliance with these standards prior to approval of my request.

I certify that my chickens and enclosures will continually conform to the standards of the Sherwood Municipal Code Chapter 6.03. I understand that failure to comply with these standards may result in a fine of \$250 for each violation. Multiple violations may result in a revocation of the license for up to one year.

Applicant's Signature

Date

Standards for Raising Backyard Chickens (Sherwood Municipal Code Chapter 6.03)

- Persons wanting to raise backyard chickens within the City of Sherwood must first obtain a license and demonstrate compliance with the criteria and pay a processing fee.
- Chickens are only allowed in the rear yard on property that is occupied with a single family detached home.
- No roosters are allowed within the City.
- Chicken enclosures must be at least ten (10) feet from the property line and at least twenty-five (25) feet from any abutting dwelling unit (on neighboring properties).
- Up to three (3) hens are allowed on properties at least 7,000 square feet in size, up to five (5) hens are allowed on properties at least 10,000 square feet in size.
- Chicks up to twelve (12) weeks old are allowed indoors and are not subject to the limitations above.
- Chickens must be kept within a secure enclosure at night. During daylight hours, chickens must be kept within a secure enclosure unless under direct supervision within a fenced yard.
- Allowing chickens to enter adjoining properties is prohibited.
- Enclosures and the places where the chickens are located must be maintained in good repair, in a clean and sanitary condition, and free of vermin, and offensive smells and substances that create a nuisance for residents within the immediate vicinity.
- Chickens must be kept for personal, non-commercial use only. No person may sell eggs or engage in chicken breeding or fertilizer production for commercial purposes.
- Tenants and renters of property are permitted to keep chickens only with the written permission of the property owner included with the license request.
- Enclosure exceeding two hundred (200) square feet or 10 feet in height must obtain a building permit from the City of Sherwood Building Department.
- Violations of this chapter are classified as a Class C violation.



ADJACENT NEIGHBOR NOTICE

Chicken License

Dear Neighbor,

Recently your neighbor, _____ at _____ received a license to raise chickens in their yard. Part of the process includes letting adjacent neighbors/property owners know that a license has been obtained and what the rules are concerning chickens. In general, they are permitted up to _____ hens (NO roosters), the enclosure must be at least 10 feet from the property line and at least 25 feet from your house. The enclosure must be kept clean and in good repair. We have included a copy of the code language regulating chickens for your convenience.

While we believe that your neighbor will be a responsible owner of chickens, if you believe your neighbor is in violation of any of the elements of the chicken ordinance or any other of the City's rules, please contact:

Sherwood Code Compliance Officer: _____

Phone: _____

Email _____

Address _____

The Code Compliance Officer will then conduct an investigation and determine whether a violation has occurred. The Officer may be in contact with you to get more information and inform you of the resolution of the matter. Multiple violations of the chicken ordinance could result in a revocation of the license.

If you have general questions about the chicken license or process, please contact the Planning Department at _____.

Thank you,

City of Sherwood staff



ORDINANCE 2022-001

AMENDING TITLE 6 OF THE MUNICIPAL CODE AS IT RELATES TO THE REGULATION OF CHICKENS

WHEREAS, the City Council believes it is in the best interest of the health, safety and welfare of the citizens of Sherwood to establish regulations concerning raising chickens; and

WHEREAS, the substantive changes specifically seek to allow the raising of backyard chickens in residential zones, establishing proper licensure procedures and standards for their care and compatibility with other residential uses in the neighborhoods; and

WHEREAS, in 2015 the Planning Commission helped guide the development of proposed amendments after public outreach and opportunity for public input; and

WHEREAS, after public hearings by the Planning Commission and City Council, it was determined not to adopt the code amendments that had been developed which would have allowed for the raising of backyard chickens subject to specific regulations; and

WHEREAS, since that time, staff and Council have continued to hear from community members wishing to have a simpler process for allowing raising of chickens than the current conditional use process; and

WHEREAS, on October 5, 2021, Council held a work session to discuss the issue of allowing the raising of chickens; and

WHEREAS, during the course of the discussion, it was requested that the language that had previously been developed provided a framework and process that would adequately regulate the raising of backyard chickens without the need for a new project to develop code language; and

WHEREAS, the City Council held a public hearing on February 1 and 15, 2022 and determined that the proposed changes to the Municipal Code should be adopted.

NOW, THEREFORE, THE CITY OF SHERWOOD ORDAINS AS FOLLOWS:

Section 1. Title 6 of the Sherwood Municipal Code is amended to include a new chapter 6.03 as set forth in Exhibit A, attached to this Ordinance.

Section 2. The City Recorder is hereby directed to enter a copy of this Ordinance in the record of the proceedings of this Council and to take such other actions necessary to effectuate this addition to the Municipal Code.

Section 3. This ordinance shall become effective the 30th day after its enactment by the City Council and approval by the Mayor.

Duly passed by the City Council this 15th of February 2022.

Keith Mays, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Scott	_____	_____
Griffin	_____	_____
Brouse	_____	_____
Young	_____	_____
Garland	_____	_____
Rosener	_____	_____
Mays	_____	_____

MUNICIPAL CODE TITLE 6-ANIMALS**Chapter 6.03 Chickens**

6.03.010 Purpose: Residents of the City may be allowed to keep chickens, subject to the requirements of this Chapter.

6.03.20. Number of Chickens Licensed

- A. Up to three (3) hens are allowed on properties at least 7000 square feet in size.
- B. Up to five (5) hens are allowed on properties at least 10,000 square feet in size.
- C. No roosters are allowed within the City.
- D. Chicks up to 12 weeks old are allowed indoors and are not subject to the limitations of (A) and (B) above.

6.03.30 Location Requirements

- A. Chickens are only allowed on property that is occupied by a detached single-family dwelling.
- B. Chickens are only allowed on property that is the principal residence of the owner of the chickens.
- C. Chickens and chicken enclosures are not to be located in any area between the primary dwelling and the front property line.
- D. Chicken enclosures must be at least ten (10) feet from the property line and at least twenty-five (25) feet from any dwelling unit on an abutting property.

6.03.040. Ongoing Conditions of License

- A. Chicken Enclosures
 - 1. Chickens must be kept within a secure enclosure at night. During daylight hours, chickens must be kept within a secure enclosure unless under direct supervision within a fenced yard.
 - 2. Allowing chickens to enter adjoining properties is prohibited.
 - 3. Enclosures must be kept clean, dry, in good repair and not cause an odor that is unreasonably offensive or annoying to residents within the immediate vicinity.

- 4. Enclosures must be designed to prevent the entry of rodents and predators and must effectively contain and protect the chickens.
 - 5. Enclosures must be designed so that they are not a breeding place or likely breeding place for rodents, flies or other pests.
 - B. Chickens must be kept for personal, non-commercial use only. No person licensed under this Chapter may sell eggs or engage in chicken breeding or fertilizer production for commercial purposes.

6.03.050 Procedure for Obtaining a Chicken License

- A. In a residential zone, a resident who wants to raise chickens per the requirements of this Chapter must apply for a license, demonstrate compliance with the above standards, and pay a processing fee in an amount determined by Council by resolution. The City will issue a license after determining compliance with this chapter.
- B. Tenants and renters of property are permitted to keep chickens only with the written permission of the property owner included with the license application.
- C. Licenses issued under this chapter are issued to a specified individual for the keeping of chickens on specified property where the individual resides, are non-transferable, and are valid for a period of five (5) years. Licenses may be renewed for successive five (5) year terms.
- D. Neighbor Notice Requirements
 - 1. The City will provide written notice within fourteen (14) calendar days after issuance of a license by first class mail to all property owners and known residents immediately abutting the license holder's property.
 - 2. Contents of Neighborhood Notice
 - a. Name and address of the license holder.
 - b. A copy of this chapter.
 - c. Contact information for City enforcement of this chapter and the process for filing complaints.
 - d. The current dollar amounts for penalties for violations of this chapter.

6.03.060 Penalties

The provisions of this chapter are in addition to and not in lieu of any other requirements imposed under any other code provision, City ordinance, law or regulation having application in the City. If a conflict occurs with another code provision or regulation, the most restrictive provision or regulation shall apply.

- A. Violation of this Chapter constitutes a Class C violation, except that keeping of chickens without a license is a Class A violation.
- B. Each violation of a separate provision of this Chapter shall constitute a separate violation, and each day that a violation of this chapter is committed or permitted to continue constitutes a separate violation.
- C. In addition to any other remedy provided by law, a person that commits more than two violations of this Chapter within any six-month period may have his or her license revoked for up to one year. During the period in which a license is revoked under this subsection, no other resident of a dwelling in which a person whose license has been revoked resides may be licensed to keep chickens under this chapter.

6.03.070 Rules

The City Manager is authorized to adopt rules to implement this chapter.

TO: Sherwood City Council

FROM: David Bodway, Finance Director
Through: Keith D. Campbell, City Manager

SUBJECT: Resolution 2022-011, Adopting a Supplemental Budget for fiscal year 2021-22 and making appropriations

Issue:

Shall the City Council adopt a supplemental budget and approve the corresponding appropriations for fiscal year 2021-22?

Background:

Pursuant to ORS 294.463, Oregon Municipalities can transfer appropriation between existing categories during the budget year and pursuant to ORS 294.471 and 294.473, Oregon Municipalities can make one or more supplemental budgets. Our practice over the past years is to perform such transfers generally twice per year, once around mid-fiscal year and then at the end of the fiscal year, if necessary.

The purposes for the appropriations have been detailed in Exhibit 1 and sorted by the source of funding for each expenditure. Please refer to that exhibit for additional information.

Financial Impacts:

The financial impacts are detailed in Exhibit 2 to the Staff Report as well as in the Resolution itself. The net impact by fund is shown in the increases / (decreases) of "Total Unappropriated and Reserve Amounts". All funds have a positive net impact of this supplemental budget aside from the General Construction Fund and Sherwood Broadband Fund which have negative net impacts.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2022-011, Adopting a supplemental budget for fiscal year 2021-22 and making appropriations.

Exhibit 1

Requested appropriations by source of funding

GENERAL FUND

1. The beginning fund balance in the General Fund was higher than expected due to revenue exceeding expectations and prudent spending during the COVID-19 Pandemic.

Additional beginning fund balance	\$ 592,972	Ongoing annual
City Safety Committee Recommendations	19,346	-
Sherwood West Study	46,200	-
Chiller for the Civic Building	122,879	-
Contingency	201,015	-
Total proposed FY21-22 uses of funds	\$ 389,440	-
Remaining funds	\$ 203,532	-

2. The City has received federal funds from the Small Business Administration through the Shuttered Venue Operators Grant (SVOG) and federal funds from Washington County to provide congregate meals. Adjustments to account for this additional funding is reflected below:

SVOG	\$ 117,931
Washington County	67,145
Total to General Fund	\$185,076
Center for the Arts - SVOG	\$ 117,931
Senior Center – Congregate Meals	67,145
Total proposed FY21-22 uses of funds	\$185,076
Remaining funds	\$ 0

STREET OPERATIONS FUND

1. The beginning fund balance in the Street Operations Fund exceeded budgeted expectations due to prudent spending on materials and services. Additionally, every year the City transfers funds from the Street Operations Fund to the Street Capital Fund. This transfer was not budgeted this fiscal year, City staff would like to correct this oversight. This revision along with the adjustments to beginning fund balance and reserve for future years is noted below:

Additional beginning fund balance	\$ 25,367
Transfers Out	750,000
Total proposed FY21-22 uses of funds	\$ 750,000
Reserve for Future Years	\$ (724,633)

STREET CAPITAL FUND

1. The beginning fund balance for the Street Capital Fund was higher than projected. This was due to timing of various projects. The carryforward, unspent funding for various projects has been included and an adjustment to transfers in from the Street Operations Fund are reflected below. This revision along with the adjustments to beginning fund balance and reserve for future years is noted below:

Additional beginning fund balance	\$ 1,856,474
Transfers In	750,000
Total to Street Capital Fund	\$ 2,606,474
Reserve for Future Years	\$ 2,606,474

Exhibit 2

Supplemental Budget, Appropriations and Financial Impacts FY 21-22

Fund	General	TLT	Debt Service	Grants	General Construction	Street Operations	Street Capital	Water	Sanitary	Storm	Sherwood Broadband	Total
Resources												
Beginning fund balance	592,972	8,131	2,211	-	(183,780)	25,367	1,856,474	622,499	1,208,965	229,157	(207,579)	4,154,417
Intergov	185,076	-	-	-	-	-	-	-	-	-	-	185,076
Charges for services	-	-	-	-	-	-	-	-	-	-	-	-
Infrastructure Development Fees	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	750,000	-	-	-	-	750,000
Total Resources	778,048	8,131	2,211	-	(183,780)	25,367	2,606,474	622,499	1,208,965	229,157	(207,579)	5,089,493
Requirements												
Administration	19,346	-	-	-	-	-	-	-	-	-	-	19,346
Comm. Development	46,200	-	-	-	-	-	-	-	-	-	-	46,200
Public Safety	-	-	-	-	-	-	-	-	-	-	-	-
Community Services	185,076	-	-	-	-	-	-	-	-	-	-	185,076
PW Operations	122,879	-	-	-	-	-	-	-	-	-	-	122,879
Operations Department	-	-	-	-	-	-	-	-	-	-	-	-
Capital Department	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	750,000	-	-	-	-	-	750,000
Contingency	201,015	-	-	-	-	-	-	-	-	-	-	201,015
Total Appropriations	574,516	-	-	-	-	750,000	-	-	-	-	-	1,324,516
Total Unappropriated and Reserve Amounts	203,532	8,131	2,211	-	(183,780)	(724,633)	2,606,474	622,499	1,208,965	229,157	(207,579)	3,764,977
Total Requirements	778,048	8,131	2,211	-	(183,780)	25,367	2,606,474	622,499	1,208,965	229,157	(207,579)	5,089,493



RESOLUTION 2022-011

ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2021-22 AND MAKING APPROPRIATIONS

WHEREAS, on June 15, 2021, the City of Sherwood budget for fiscal year 2021-22 was adopted and funds were appropriated by the City Council; and

WHEREAS, the City of Sherwood has since received or expects to soon receive unanticipated revenues and a supplemental budget is required in order to expend those revenues; and

WHEREAS, beginning fund balances either exceeded or fall short of projections due to savings in the later part of fiscal year 2020-2021 or revenue and expenditures failing to meet budgeted/projected expectations; and

WHEREAS, certain unplanned events have occurred during the course of this budget year; and

WHEREAS, in order not to overspend appropriations in any category of expenditures, it is necessary to transfer appropriations within several funds from certain expenditure categories to other expenditure categories; and

WHEREAS, the purpose of all new and transferred appropriations are detailed in Exhibit 1 attached hereto; and

WHEREAS, pursuant to ORS 294.463, Oregon Municipalities can transfer appropriation between existing categories during the budget year; and

WHEREAS, pursuant to ORS 294.471 and 294.473, Oregon Municipalities can make one or more supplemental budgets; and

WHEREAS, in accordance with local budget law, notice was published on February 10, 2022 of the public hearing that was held before the City Council on February 15, 2022.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. **Adoption of an FY21-22 Supplemental Budget.** The City Council of the City of Sherwood, Oregon hereby adopts the supplemental budget for FY21-22 in the sum of \$5,089,493.

Section 2. Making Appropriations. The additional amounts for the fiscal year beginning July 1, 2021 shown below are hereby appropriated as follows:

Fund	General	TLT	Debt Service	Grants	General Construction	Street Operations	Street Capital	Water	Sanitary	Storm	Sherwood Broadband
Resources											
Beginning fund balance	592,972	8,131	2,211	-	(183,780)	25,367	1,856,474	622,499	1,208,965	229,157	(207,579)
Intergov	185,076	-	-	-	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-	-	-	-	-
Infrastructure Development Fees	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	750,000	-	-	-	-
Total Resources	778,048	8,131	2,211	-	(183,780)	25,367	2,606,474	622,499	1,208,965	229,157	(207,579)
Requirements											
Administration	19,346	-	-	-	-	-	-	-	-	-	-
Comm. Development	46,200	-	-	-	-	-	-	-	-	-	-
Public Safety	-	-	-	-	-	-	-	-	-	-	-
Community Services	185,076	-	-	-	-	-	-	-	-	-	-
PW Operations	122,879	-	-	-	-	-	-	-	-	-	-
Operations Department	-	-	-	-	-	-	-	-	-	-	-
Capital Department	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	750,000	-	-	-	-	-
Contingency	201,015	-	-	-	-	-	-	-	-	-	-
Total Appropriations	574,516	-	-	-	-	750,000	-	-	-	-	-
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Total Requirements	778,048	8,131	2,211	-	(183,780)	25,367	2,606,474	622,499	1,208,965	229,157	(207,579)

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 15th day of February, 2022.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Exhibit 1 **Requested appropriations by source of funding**

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