



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, MARCH 20, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

Citizen Input: The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

Zoom Meeting Information: This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email brenda.fritsvold@deschutes.org.

Time estimates: The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734.

CONSENT AGENDA

1. Approval of Resolution No. 2024-007 to account for the receipt of an Emergency Response grant from the Oregon Department of Disability Services
2. Approval of Document No. 2024-246, a Right of Way Dedication Deed for Existing Portions of 61st Street and Gift Road
3. Approval of third amendment to the ground lease with Mountain View Community Development for a safe parking program
4. Approval of contract to order FY 2025 vehicles for the Deschutes County Sheriff's Office utilizing a State of Oregon Pricing Agreement
5. Approval of Chair Signature of Document No. 2024-033, a Notice of Intent to Award a contract for the paving of Spring River Road from South Century Drive to the US Forest Service boundary
6. Approval of minutes of the March 1 and 8, 2024 BOCC Legislative Update meetings
7. Approval of minutes of the BOCC February 14, 2024 meeting

ACTION ITEMS

8. **9:10 AM** Public Hearing, Discussion, and Possible Action on Wilson Ave Housing Program
9. **11:00 AM** Public Hearing to consider transferring the jurisdiction of portions of Northwest Way and NW Spruce Avenue to the City of Redmond

- [10.](#) **11:15 AM** Second Reading of Ordinance No. 2023-017 adopting the Deschutes County Transportation System Plan Update 2020-2040
- [11.](#) **11:20 AM** Veteran Peer Support Specialist Program grant from the Oregon Health Authority
- [12.](#) **11:30 AM** Oregon Health Authority Community Navigator Pilot grant and Resolution No. 2024-006 to effect associated budgetary and staff changes
- [13.](#) **11:40 AM** Review Draft Leadership Redmond Presentation

LUNCH RECESS

Continued ACTION ITEMS

- [14.](#) **1:00 PM** Discussion of Transient Room Tax Funding Options
- [15.](#) **1:45 PM** Environmental Health Fees and FY 2025 Budget
- [16.](#) **2:15 PM** Request for funding to achieve Ambulance Service Area Code changes
- [17.](#) **2:45 PM** Juniper Ridge Update

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN

18. Executive Session under ORS 192.660 (2) (i) Employee Evaluation



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Approval of Resolution No. 2024-007 to account for the receipt of an Emergency Response grant from the Oregon Department of Disability Services

RECOMMENDED MOTION:

Move approval of Resolution No. 2024-007 increasing appropriations within the 2023-24 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

On February 28, 2024, Deschutes County Health Services (DCHS) sought authorization from the Board to apply for an ARPA Emergency Response grant of \$249,002 from the Oregon Department of Human Services' Office of Developmental Disabilities Services. The grant was subsequently awarded; \$62,251 will be expended in FY 2024 to assist Individuals and families of people with intellectual or developmental disabilities prepare for future emergency situations.

Resolution No. 2024-07 effects the required supplemental budget adjustment to recognize this grant revenue and increase appropriations within the Health Services Fund.

BUDGET IMPACTS:

Recognize State miscellaneous revenue of \$62,251 and increase Program Expense appropriations by the same amount within the Health Services Fund.

ATTENDANCE:

Dan Emerson, Budget and Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing Appropriations *
Within the 2023-24 Deschutes County * RESOLUTION NO. 2024-007
Budget *

WHEREAS, Deschutes County Health Services presented to the Board of County Commissioners on 2/28/2024, with regards to a ODDS ARPA Emergency Response grant, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to recognize State Miscellaneous revenue and increase Program Expense appropriations by within the Health Services fund; now, therefore,

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

Section 1. That the following revenue be recognized in the 2023-24 County Budget:

<u>Health Services</u>	
State Miscellaneous	\$ 62,251
Health Services Total	<u>\$ 62,251</u>

Section 2. That the following amounts be appropriated in the 2023-24 County Budget:

<u>Health Services</u>	
Program Expense	\$ 62,251
Health Services Total	<u>\$ 62,251</u>

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations.

DATED this _____ day of March, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1		HSIDD	HS25701G	2743152	335011	State Miscellaneous	-	62,251	62,251
TOTAL							-	62,251	62,251

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1		HSIDD	HS25701G	2743152	460148	M&S	Program Supplies	-	56,592	56,592
2		HSIDD	HS25701G	2743152	490501	Overhead	Allocation - Administration	-	5,659	5,659
3		HSALL	HS1OTHER	2743151	490501	Overhead	Allocation - Administration	-	(5,659)	(5,659)
4		HSALL	HS1OTHER	2743151	450094	M&S	Program Expense	-	5,659	5,659
								-		-
								-		-
								-		-
TOTAL							-	62,251	62,251	

Deschutes County
Appropriation of New Grant

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Fund:
Dept:
Requested by:
Date:

274
Health Services
Cheryl Smallman
3/18/2024



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Approval of Document No. 2024-246, a Right of Way Dedication Deed for Existing Portions of 61st Street and Gift Road

RECOMMENDED MOTION:

Move approval of Document No. 2024-246.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Department of Transportation is preparing plans for Phase II of the US97: Bend to Redmond Safety Improvement project, which will include the continued installation of median barriers on US97 between Bend and Redmond. While retracing the existing rights of way for US97, ODOT and County staff discovered that portions of 61st Street and Gift Road near the 61st Street intersection with US97 exist outside of an established public right of way over and across Tax Lot 1612230000100, a County-owned property that was conveyed to the County from the Oregon Park and Recreation Department in 1999.

Approval of Document No. 2024-246 will dedicate to the public the right of way for the existing alignments of 61st Street and Gift Road across Tax Lot 1612230000100.

BUDGET IMPACTS:

None

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

03/20/2024 Item #2.

After Recording Return to:
Deschutes County Road Dept.
61150 S.E. 27th Street
Bend, Oregon, 97701

DEED OF DEDICATION

Deschutes County, a political subdivision of the State of Oregon, Grantor, does hereby dedicate to the public for roadway and utility purposes that parcel of land described and depicted in Exhibit "A" attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is other consideration.

Dated this _____ of _____, _____

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this _____ day of _____, _____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

Dated this _____ of _____, _____

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this _____ day of _____, _____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A - Page 1 of 4

Parcel 1 - 61st Street Dedication

A parcel of land lying in the NE¼NE¼ of Section 23, T 16 S, R 12 E, W.M., Deschutes County, Oregon and being a portion of that property described in that Deed to Deschutes County, a political subdivision of the State of Oregon, recorded February 23, 1999 in Volume 1999, Page 8947, Deschutes County Records; the said parcel being that portion of said property included in a strip of land 80.00 feet in width, 40.00 feet on each side of the center line of 61st Street, which center line is described as follows:

Beginning at Engineer's center line Station "61ST" 86+00.00 P.O.T, said station being 435.67 feet South and 1,163.49 feet East of the East one-sixteenth corner of Sections 14 and 23, Township 16 South, Range 12 East, W.M., Deschutes County, Oregon; thence North 60° 48' 47" West, 194.53 feet; thence on a 150.00 foot radius curve right (the long chord of which bears North 00° 52' 41" East, 264.12 feet) 323.01 feet; thence North 62° 34' 08" East 157.81 feet; thence on a 347.25 foot radius curve left (the long chord of which bears North 37° 43' 43" East, 291.75 feet) 301.10 feet to Engineer's center line Station "61ST" 95+76.45 P.C.C.

EXCEPT therefrom that portion of said property lying within the existing right of way of Gift Road.

Bearings are based upon the Oregon Coordinate Reference System, Bend-Redmond-Prineville Zone, NAD83 (2011) epoch 2010.00.

This parcel of land contains 30,835 square feet, more or less.

Parcel 2 - 61st Street Dedication

A parcel of land lying in the NE¼NE¼ of Section 23, T 16 S, R 12 E, W.M., Deschutes County, Oregon and being a portion of that property described in that Deed to Deschutes County, a political subdivision of the State of Oregon, recorded February 23, 1999 in Volume 1999, Page 8947, Deschutes County Records; the said parcel being that portion of said property lying Easterly, Northeasterly and Southeasterly of Parcel 1 AND lying Southerly of the existing South right of way line of Gift Road AND ALSO lying Northwesterly of the Northwesterly right of way line of The Dalles-California Highway.

This parcel of land contains 19,857 square feet, more or less.

Parcel 3 – Gift Road Dedication

A parcel of land lying in the NE¼NE¼ of Section 23, T 16 S, R 12 E, W.M., Deschutes County, Oregon and being a portion of that property described in that Deed to Deschutes County, a political subdivision of the State of Oregon, recorded February 23, 1999 in Volume 1999, Page 8947, Deschutes County Records; the said parcel being that portion of said property lying between lines at right angles to the center line of "Gift Road Approach" at Engineer's Stations 13+00.00 P.O.T. and 14+72.29 P.T. and included in a strip of land 40.00 feet in width, lying on the Southerly and Southwesterly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station "Gift Road Approach" 13+00.00 P.O.T, said station being 91.13 feet South and 968.02 feet East of the East one-sixteenth corner of Sections 14 and 23, Township 16 South, Range 12 East, W.M., Deschutes County, Oregon; thence North 39° 47' 31" West, 41.48 feet; thence on a 150.00 foot radius curve left (the long chord of which bears North 64° 46' 34" West, 126.71 feet) 130.82 feet; thence North 89° 45' 36" West 7.71 feet to Engineer's center line Station "Gift Road Approach" 14+80.00 P.O.T.

EXCEPT therefrom Parcel 1.

ALSO EXCEPT therefrom that portion of said property lying within the existing right of way of Gift Road.

Bearings are based upon the Oregon Coordinate Reference System, Bend-Redmond-Prineville Zone, NAD83 (2011) epoch 2010.00.

This parcel of land contains 3,885 square feet, more or less.

Parcel 4 – Gift Road Dedication

A parcel of land lying in the NE¼NE¼ of Section 23, T 16 S, R 12 E, W.M., Deschutes County, Oregon and being a portion of that property described in that Deed to Deschutes County, a political subdivision of the State of Oregon, recorded February 23, 1999 in Volume 1999, Page 8947, Deschutes County Records; the said parcel being that portion of said property lying Northeasterly of the center line of "Gift Road Approach" as described in Parcel 3 hereon, lying Southerly of the existing South right of way line of Gift Road AND lying Northwesterly of Parcel 1.

This parcel of land contains 1,915 square feet, more or less.

EXHIBIT A - Page 3 of 4

Parcel 5 – Gift Road Dedication

A parcel of land lying in the NE¼NE¼ of Section 23, T 16 S, R 12 E, W.M., Deschutes County, Oregon and being a portion of that property described in that Deed to Deschutes County, a political subdivision of the State of Oregon, recorded February 23, 1999 in Volume 1999, Page 8947, Deschutes County Records; the said parcel being that portion of said property lying between lines at right angles to the center line of "Gift Road Tangent" at Engineer's Stations 1+00.00 and 9+50.00 and included in a strip of land 30.00 feet in width, lying on the Southerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station "Gift Road Tangent" 1+00.00 P.O.T, said station being the East one-sixteenth corner of Sections 14 and 23, Township 16 South, Range 12 East, W.M., Deschutes County, Oregon; thence along the North line of said Section 23, South 89° 42' 05" East, 1,280.00 feet to Engineer's center line Station "Gift Road Tangent" 13+80.00 P.O.T.

South line of said parcel to be lengthened or shortened to terminate at the West line of the NE¼NE¼ of said Section 23.

EXCEPT therefrom that portion lying within the existing right of way of Gift Road.

ALSO EXCEPT therefrom Parcel 3.

Bearings are based upon the Oregon Coordinate Reference System, Bend-Redmond-Prineville Zone, NAD83 (2011) epoch 2010.00.

This parcel of land contains 8,267 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

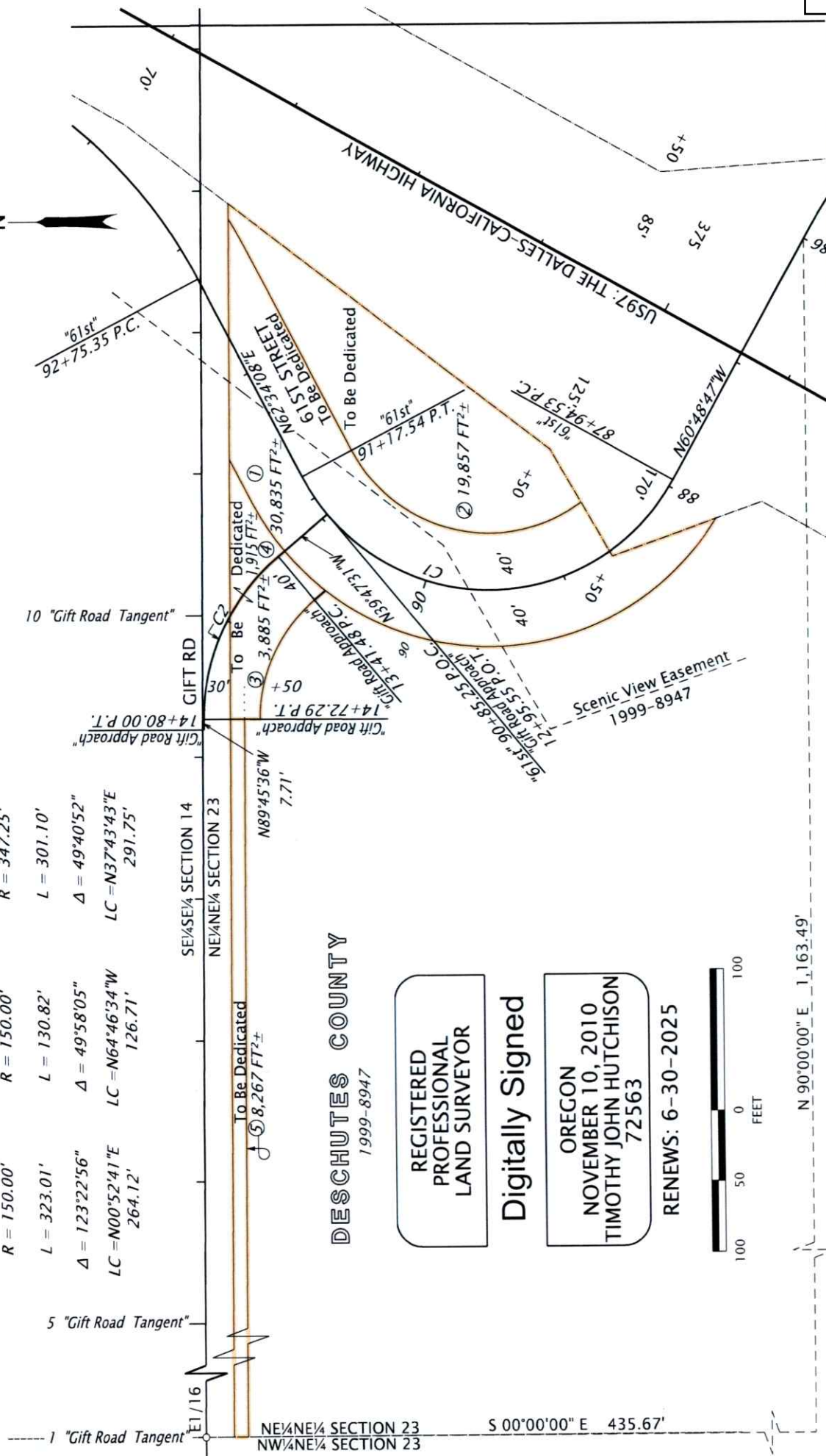
Digitally Signed

OREGON
NOVEMBER 10, 2010
TIMOTHY JOHN HUTCHISON
72563

RENEWS: 6-30-2025

NE 1/4 NE 1/4 SEC. 23, T. 16S, R. 12E, W.M.

C1	C2	C3
R = 150.00'	R = 150.00'	R = 347.25'
L = 323.01'	L = 130.82'	L = 301.10'
Δ = 123°22'56"	Δ = 49°58'05"	Δ = 49°40'52"
LC = N00°52'41"E 264.12'	LC = N64°46'34"W 126.71'	LC = N37°43'43"E 291.75'



DESCHUTES COUNTY
1999-8947

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed

OREGON
NOVEMBER 10, 2010
TIMOTHY JOHN HUTCHISON
72563

RENEWS: 6-30-2025



SECTION	US97: REDMOND - BEND PHASE 2 SECTION	SCALE	1" = 100'
HIGHWAY	THE DALLES - CALIFORNIA HIGHWAY	DATE	MARCH, 2024
COUNTY	DESCHUTES COUNTY		
PURPOSE	DEDICATION		

OREGON DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
ENGINEERING
SKETCH MAP

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Approval of third amendment to the ground lease with Mountain View Community Development for a safe parking program

RECOMMENDED MOTION:

Move approval of Document No. 2024-178, a third amendment to the ground lease with Mountain View Community Development to utilize County-owned property for the Redmond Safe Parking Program.

BACKGROUND AND POLICY IMPLICATIONS:

In 1997, Deschutes County acquired two properties by Tax Deed due to nonpayment of property taxes: a 0.55-acre lot known as Map and Tax Lot 151315BA05200 and a 0.52-acre lot known as Map and Tax Lot 151315BA05300. The two properties are located on SE 7th Street and are just north of SE Evergreen Avenue and Hwy 126 in Redmond.

On November 14, 2022, the Board authorized a 90-day trial lease with Mountain View Community Development (MVCD) to utilize said property to accommodate up to four spaces for the Redmond Safe Parking program. As a condition at the end of the trial period, MVCD agreed to report the program's successes and any challenges or incidents related to the program's location. MVCD presented that report to the Board on March 20, 2023, and at the same time requested a one-year extension of the lease and authorization to increase the total number of spaces to six. The Board approved both the lease extension and the increase in the number of spaces.

On February 14, 2024, MVCD presented a second program update and requested a two-year lease extension and approval to spread gravel onsite. The Board approved these requests, which have now been formalized in the third amendment to the original ground lease.

Mountain View Community Development is a community-centric nonprofit located in Redmond that specializes in strategic initiatives around houselessness. In collaboration with the City of Redmond, MVCD administers the Safe Parking program in Redmond which offers opportunities for individuals and families (collectively, participants) who are experiencing houselessness to access discreet parking in an authorized location within

private property and outside of right-of-way. Program participants are selected through a screening and intake process and sign a comprehensive program agreement upon acceptance. Participants are limited to one vehicle and/or one trailer/recreational vehicle. The program provides portable restrooms and garbage service, as well as case management to work with participants to set and make progress toward goals, which includes transitioning into permanent housing. The two County-owned properties are identified as locations to adequately accommodate Safe Parking participants. The third amendment includes a two-year extension at zero cost.

BUDGET IMPACTS:

Mountain View Community Development will maintain the two lots specific to landscape maintenance and Safe Parking program requirements. The zero cost lease has no budget impact.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED
LEGAL COUNSEL

**THIRD AMENDMENT TO GROUND LEASE (Document Number 2022-793)
Document Number 2024-178**

This THIRD AMENDMENT (“Amendment”) is made as of the date of the last signature affixed hereto (“Effective Date”) by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“Lessor”), and MOUNTAIN VIEW COMMUNITY DEVELOPMENT, an Oregon nonprofit public benefit corporation (“Lessee”). Lessor and Lessee referred to hereinafter as “Party” or “Parties.”

WHEREAS, the Parties desire to amend that certain Ground Lease (“Lease”) known as Deschutes County Document No. 2022-793 executed on November 14, 2022, and subsequent First Amendment known as Document No. 2022-995, Extension Letter known as Document No. 2023-188 executed February 22, 2023, and Second Amendment known as Document No. 2023-312 executed March 29, 2023, between the Parties;

NOW, THEREFORE the Parties agree to the following:
Section B.1 TERM. The entire section shall be replaced with the following:

The term of this agreement shall be effective April 1, 2024 and shall expire March 31, 2026, unless sooner terminated in accordance with this Agreement, including that either party may terminate this Agreement for any reason or no reason, with ninety (90) days advance written notice and as further described in Section B.21. Prior to the expiration of the Term, this Agreement may be extended as agreed upon by the Parties in writing.

Section B.2. RENEWAL OPTION. The entire section shall be replaced with the following:

No renewal options at this time.

Section B.8 LESSEE OBLIGATIONS. The following shall be added to the existing Section.

8.11 To help mitigate fire risk at the Site, gravel may be spread as needed.

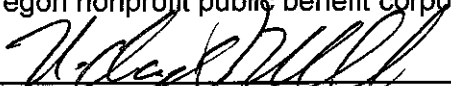
All other terms and conditions of the original Ground Lease shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

LESSEE:

DATED this 21 day of February, 2024

MOUNTAIN VIEW
COMMUNITY DEVELOPMENT, an
Oregon nonprofit public benefit corporation



RICHARD RUSSELL, Executive Director



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Approval of contract to order FY 2025 vehicles for the Deschutes County Sheriff's Office utilizing a State of Oregon Pricing Agreement

RECOMMENDED MOTION:

Move approval of Document No. 2024-250, a contract to purchase FY 2025 Dodge Durangos for the Deschutes County Sheriff's Office.

BACKGROUND AND POLICY IMPLICATIONS:

Because the lead time between order and delivery of new Sheriff's Office vehicles can be up to 11 months, orders for the upcoming year must be placed now. All vehicles are priced according to the State of Oregon approved government contract.

BUDGET IMPACTS:

It's anticipated that these vehicles will arrive prior to the end of the fiscal year. The Sheriff's Office has sufficient funds in its capital budget for this purchase.

ATTENDANCE:

Joe Brundage, Business Manager

State of Oregon



PRICE AGREEMENT WITH

**Gee Automotive Portland VII, LLC (dba Ron Tonkin
Chrysler Jeep Dodge Ram Fiat)**

FOR

**Chrysler, Jeep, Dodge and Ram Brand Vehicles
Price Agreement # 1652**

Price Agreement # 1652
Gee Automotive Portland VII, LLC (dba Ron Tonkin Chrysler Jeep Dodge Ram
Fiat)

This Price Agreement (“Agreement”) is between the State of Oregon (the “State”), acting by and through its Department of Administrative Services Procurement Services (“DAS PS” or “Agency”) and Gee Automotive Portland VII, LLC (dba Ron Tonkin Chrysler Jeep Dodge Ram Fiat), a Washington Limited Liability Company (“Contractor”).

Section 1 –Agreement

1.1 Parties

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A (“Goods”) by issuing ordering instruments that create and become part of separate contracts (“Contracts”). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, “Authorized Purchaser” means: State agencies of Oregon, Oregon Cooperative Procurement Program (“ORCPP”) participants and authorized members to the State of Washington Master Contracts Usage Agreement (MCUA). Contractor may be required to obtain manufacturer authorization prior to an MCUA member’s purchase of Goods under this Agreement.

1.2 Ordering Instrument

- 1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:
 - a) Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.
 - b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase

Order Transaction System (SPOTS) card. Unless expressly authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.

- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
- d) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser’s authorized representative and relevant contact information, including an e-mail address or fax number.

1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.

1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates.

1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within three (3) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.

1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, “Price Agreement” means this Agreement.

1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.

- 1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument or to purchase any Goods.
- 1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address:
<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify that Authorized Purchasers are MCUA members at the following address:
<https://apps.des.wa.gov/DESContracts/Home/MCUAListing>
- 1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A. The pricing for this Agreement is in U.S. dollars.
- 1.3.2 Contractor and an Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.
- 1.3.3 Contractor shall subtract from percentages or prices charged to Authorized Purchasers any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator (“Contract Administrator”) of the amount and effective date of the decrease.
- 1.3.4 Either party to this Agreement may request a price adjustment, or an adjustment to the discount percentage, for some or all of the Goods, subject to Section 1.3.5 below.
- 1.3.5 Contractor may request unit price increases from DAS PS following the first year of the term of the Contract, but no more than once in any 12-month period. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting

documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data, published MSRP or any other relevant manufacturer or industry data substantiating the increase.

1.3.6 Discontinued Goods may be subtracted and new Goods meeting or exceeding the RFP specifications may be added throughout the term of this Agreement. Goods may be adjusted upon both parties' approval in writing, without a signed amendment to this Agreement. All adjustments will be included on a revised Exhibit A.

1.4 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports and Vendor Collected Administrative Fees.

1.4.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report ("VSR") to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the applicable quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, **Contractor shall submit the VSR on a monthly basis, VSR due date to be determined by DAS PS.**

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating ***"No Sales for the Reporting Period"***.

1.4.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"), as directed by DAS PS. The VCAF is a charge equal to one percent (1%), not to exceed a total of \$325 per vehicle, of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

1.5 Term of Agreement

- 1.5.1 The initial term of this Agreement begins on the later of May 1, 2021 or the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the “Effective Date”) and expires two (2) years after the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for one or more additional 1-year terms, provided that the initial term, together with all extensions, shall not exceed a total of five (5) years. DAS PS may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then current term. The initial term, together with all extension terms are collectively referred to herein as the “Term” of this Agreement.
- 1.5.2 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Agreement for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one (1) month extension. Consecutive one (1) month extensions obtained under this Section 1.5.2 are not allowed.
- 1.5.3 After termination or expiration of this Agreement, Contractor shall not accept new ordering instruments.
- 1.5.4 Termination of this Agreement also terminates “blanket” ordering instruments in which the Contractor is not required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as blanket purchase orders (orders that may contain details of the Goods, but under which actual sales of Goods are made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.5 Except as provided in Section 1.5.4, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument that was accepted before termination of this Agreement, for non-recurring deliveries of Goods.
- 1.5.6 DAS PS may, in its sole discretion, terminate this Agreement upon 30 calendar days’ written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.7.3 Amendments. Unless otherwise defined in this Agreement, no amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided, their permitted legal successors and assigns.
- 1.7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement within an acceptable time period. In the event of any such delay, Contractor's obligations are suspended to the extent of

and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor’s obligations with all reasonable diligence. DAS PS, in its sole discretion, may extend the period for performance under this Agreement to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

1.7.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.

1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing or by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Section.

1.7.9 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will 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 Agreement.

1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such a failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.

1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this State and all applicable tax laws of political

subdivisions of this State. Contractor shall, throughout the duration of this Agreement and any Contract and any extensions thereof, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default of this Agreement and any Contract. Any failure to comply entitles DAS PS or Authorized Purchaser to terminate this Agreement or any Contract, as applicable and to pursue and recover any and all damages that arise from the default and the termination of this Agreement or any Contract, and to pursue any or all of the remedies available under this Agreement or any Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or any Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default of this Agreement or any Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods, services and applications.

1.7.12 Recycled Products. DAS PS' performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 1.7.13 Records Archiving. Contractor shall retain, maintain and keep accessible all records relevant to this Price Agreement (the “Records”) for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of this Agreement. Such period shall be further extended until the conclusion of any audit, controversy or litigation commenced during such period and arising out of or related to this Agreement or any Contract. Financial Records must be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit DAS-PS, the State of Oregon and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.
- 1.7.14 Performance Evaluations. DAS PS may conduct evaluations of Contractor’s performance during the term of this Agreement. DAS PS will compile and maintain completed evaluations, which will become a written record of Contractor’s performance. DAS PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. DAS PS may provide copies of any documents in the written record to the Contractor and third parties upon request. DAS PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.15 Reporting. This Agreement and Contract(s) of Authorized Purchasers who are State agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor’s compensation under this Agreement or any Contract or (ii) exercising a right of setoff against Contractor’s compensation under this Agreement or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.7.16 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this Section 1.7.16, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor’s representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors

and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts Under This Agreement

2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.

2.2 PAYMENT: Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT. Subject to Authorized Purchaser’s acceptance of Goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

2.3 OVERDUE CHARGES: At Contractor’s option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).

2.4 PAYMENT ADDRESS: Payments must be sent to the address specified in the Contractor’s invoice.

2.5 INVOICES: Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:

- 2.5.1. Price Agreement number.
- 2.5.2. Ordering instrument number.
- 2.5.3. Goods ordered.
- 2.5.4. Date delivered.
- 2.5.5. Volume or quantity of Goods delivered.
- 2.5.6. The price per item.
- 2.5.7. The total amount invoiced.
- 2.5.8. The address to which payment is to be sent.
- 2.5.9. Additional Taxes (e.g. privilege or vehicle use tax and corporate activity tax) (determined based on the state of purchase)

2.6 PRICES: Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement.

2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE: The Authorized Purchaser may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The Authorized Purchaser has ten

(10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). If the Authorized Purchaser elects to provide Contractor an opportunity to cure the defects, notice of rejection must also specify such opportunity to cure, and the time period in which such cure must be completed.

2.7.1. The Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection.

2.7.2. If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor’s sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

2.7.3. Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1. **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an “officer,” “employee,” or “agent” of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.

2.8.2. **WARRANTY ON MATERIALS, DESIGN AND MANUFACTURE:** Unless otherwise approved, in writing, by the Authorized Purchaser, Contractor represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit D to the Price Agreement.

2.8.3. **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with the highest standards prevalent in the industry.

2.8.4. **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods that is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.

2.8.5. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (“OSHA”), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6. **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge.

2.8.7. **WARRANTIES CUMULATIVE:** The warranties set forth in this Section 2.8 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 **LAWS AND REGULATIONS:** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 **STATUTORY TERMS:** Authorized Purchaser’s performance under this Contract is conditioned upon Contractor’s compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and

recycled products (as “recycled product” is defined in ORS 279A.010(1)(ii)).

2.9.3 **NONCOMPLIANT GOODS:** In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law will prevail. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 **RECALLED GOODS OR COMPONENTS:** In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS, and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Reject the Goods.
- b) Revoke its acceptance of the Goods.
- c) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- d) Terminate the Contract in its entirety or with respect to the recalled or noncompliant Goods.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and shall reimburse Authorized Purchaser for any payments made.

2.10 **FOREIGN CONTRACTOR:** If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue (“ODR”) all information required by the ODR relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.11 **SAFETY DATA SHEET:** Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet (“SDS”) as defined by the OSHA for any Goods provided under the Price Agreement that may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor’s performance obligations under this Contract.

- 2.13 FORCE MAJEURE:** Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party’s reasonable control. Contractor shall, however, 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. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within an acceptable time period.

2.14 RESERVED

2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser’s receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.

2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

- 2.16.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

- 2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor’s federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers’ compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

2.17.1 Contractor shall defend, save, hold harmless, and indemnify the Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney’s fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, “claim”) which may be brought or made against any Authorized Purchaser, the State, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees or agents, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods. Authorized Purchaser or the State shall promptly notify Contractor in writing of any claim of which Authorized Purchaser or State becomes aware. Contractor’s obligation under this Section shall not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser’s modification of Goods without Contractor’s approval and in a manner inconsistent with the purpose and proper usage of such Goods.

2.17.2 The Oregon attorney general must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State’s sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor’s obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and that of its officers, employees, or agents under clauses (i) and (ii) above.

2.18 DEFAULT:

2.18.1 **BY CONTRACTOR:** Contractor is in default under this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor’s obligations under this Contract; or
- c) Contractor commits any default of any covenant, representation, warranty, obligation or certification under this Contract, provided

however that Contractor may cure the default within the period specified in Authorized Purchaser’s notice of default when Authorized Purchaser determines the default is curable by Contractor within an acceptable time period.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor’s notice of such failure or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any default of any covenant, warranty, or obligation under this Contract and such default is not cured within ten (10) business days after delivery of Contractor’s notice of default or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER’S REMEDIES: If Contractor is in default under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor’s default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.2;
- b) Withholding all monies due for invoiced Goods or services that Contractor has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser’s setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR’S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate

this Contract under Section 2.20.3, Contractor’s sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate this Contract or other ordering instrument for convenience with thirty (30) days’ written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods by Authorized Purchasers under the Price Agreement or Authorized Purchaser’s payment for such Goods from the planned funding sources; or (c) Contractor is in default of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with ten (10) days’ written notice to Authorized Purchaser, if Authorized Purchaser is in default of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the “Records”) for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit,

controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (“GAAP”). During the record-retention period established in this Section, Contractor shall permit DAS PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices to be given under this Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the party’s authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Section.

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE OF OREGON CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, “Claim”) between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within

the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State’s sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.25.2 NON STATE OF OREGON CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser’s option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of Authorized Purchaser’s sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.26 SURVIVAL: The following provisions survive termination or expiration of this Contract: Sections 2.8, 2.9.1, 2.9.4, 2.16, 2.17, 2.18, 2.19, 2.21, 2.23, 2.24, 2.25, 2.26; the paragraph in Exhibit C bearing the caption “TAIL COVERAGE”; and any other provision that by its nature would reasonably be expected to survive termination or expiration.

2.27 SEVERABILITY: If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 provision held to be invalid.

- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter of this Contract. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 2.30 INTENDED BENEFICIARY.** DAS PS is an intended beneficiary of this Contract. However, the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS PS.
- 2.31 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts under this Agreement

3.1 CONTRACTOR CERTIFICATIONS: If Contractor offers Goods under the Price Agreement, Contractor shall maintain its status as a manufacturer-authorized product reseller for the Goods throughout the Term of the Price Agreement. If Contractor offers installation and/or maintenance services under this Price Agreement, Contractor shall maintain its status as a manufacturer-authorized service provider. If any required status is discontinued, this Contract may be terminated.

3.2 SELECTION PROCESS: This is not an exclusive agreement. DAS PS intends to award multiple Price Agreements and Participating Addenda for the Goods and services offered under this solicitation. Authorized Purchasers who are State of Oregon Agencies must follow the selection process outlined below. Authorized Purchasers who are **not** State of Oregon Agencies may select the Contractor of Authorized Purchaser’s choice in compliance with applicable statute and rules.

3.2.1 For purchases under \$10,000, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.

3.2.2 For purchases over \$10,000 Authorized Purchasers who are State Agencies shall use one of the following selection processes:

- a) **Brand Name Justification** - A documented brand name justification in compliance with applicable statutes and rules.
- b) **Best Value Analysis** - Authorized Purchaser may conduct a comparison of the offers based upon the following best value analysis process;
 - i. Determine category of need, if more than 3 Contractors offer Goods and services in the category of need, contact at least 3 Contractors and request a quote for the anticipated Goods and services. If 3 or less Contractors offer Goods and Services in category of need, contact all Contractors that provide Goods and services in the category of need and request a quote for anticipated Goods and services. Quoted rates must not exceed the most competitive rates and discounts set forth in this Price Agreement. Authorized Purchaser may provide a deadline for quote response to Contractor.
 - ii. Determine which Contractor and Authorized Dealer provides the best value for Authorized Purchaser. Some or all of the following factors

may be used in the Authorized Purchaser’s determination of best value (additional factors not listed may also be used) :

- Applicable discounts and incremental pricing options;
- Shipping costs;
- Manufacture timelines;
- Delivery process;
- Maintenance and repair service levels;
- Applicable warranties;
- Contractor’s past performance record through reference checks;
- Contractor’s service area;
- Price comparison
- Life cycle costing including expected life, salvage value and discounted total cost of ownership.

- iii. Negotiate with one or more Contractors to gain the best value for the desired Goods and services.
- iv. Authorized Purchasers may make award decisions based on price alone, or may also take value and technical and past performance considerations into account.
- c) Document Authorized Purchasers procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

3.3 DELIVERY CHARGES: For all orders, FOB destination delivery costs up to 60 miles from dealership shall be paid by the Contractor. Additional delivery charges for delivery beyond 60 miles must be based on delivery cost outlined in Exhibit A.

3.4 ADVANCE PAYMENT PROHIBITED: No advance payment shall be made for the Goods or services furnished by Contractor pursuant to this Contract.

3.5 NOTICE OF ORDER SHORTAGES: Contractor shall notify Authorized Purchaser within twenty-four (24) hours of receiving notice that ordered Goods or services will not be available for shipment or scheduling on the scheduled delivery day. This includes a notice to Authorized Purchaser whenever a particular Good will be short-shipped. Notice of unavailability for services or projected short-shipment of Goods will not eliminate Authorized Purchaser’s right to pursue all available remedies.

3.6 UNAUTHORIZED WORK: Goods or services provided without or prior to receipt of written authority (i.e. without a Purchase Order duly issued under the Price Agreement) will be considered unauthorized and may not be paid for by Authorized Purchaser.

3.7 PRICE QUOTES: Contractor price quotes will be considered a firm offer (or maximum price) for a set time period of 90 days after issuance. Upon any negotiations with an Authorized Purchaser, Contractor will update the quote, or provide a new “not-to-exceed” final price quote for desired Goods and Services prior to Authorized Purchaser placing an order. Price Quotes must

include all costs, including but not limited to, additional options, taxes (including privilege tax and corporate activity or vehicle use tax for State of Oregon), fees, and delivery and registration costs.

Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

- (a) Signee is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.
- (g) Contractor has a written policy and practice that meets the requirements, described in ORS279A.112, of preventing sexual harassment, sexual assault, and discriminating against employees who are members of a protected class. Contractor agrees, as a material term of the Price Agreement, to maintain the policy and practiced in force during the entire Price Agreement term.
- (h) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (i) Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this Section constitutes a material element of this Price Agreement and a failure to comply constitutes a default that entitles Agency to terminate this Price Agreement for cause.
- (j) Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other

Agreed:

Contractor's Name: Gee Automotive Portland VII, LLC (dba Ron Tonkin Chrysler Jeep Dodge Ram Fiat)

Authorized Signature:  _____

Printed Name of Authorized Signature: Chuck Baggs

Title of Authorized Signature: Fleet Manager

Date: 04/27/2021

Contractor Administrative Contact (also referred to as Contract Administrator):

Name	<u>Chuck Baggs</u>
Address	<u>16800 SE McLoughlin Blvd, Milwaukie, Or 97267</u>
Telephone	<u>503-258-5800 ext 4950 or 503-781-8128/cell</u>
E-mail	<u>cbaggs@tonkin.com</u>

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2021.04.28 08:10:19 -07'00'

Date: 28 April 2021

DAS PS Contract Administrator (Type or Print):

Name	Brent Lutz
Address	1225 SE Ferry Street, Salem, OR 97301
Telephone	(971) 719-3436
E-mail	brent.l.lutz@oregon.gov

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated March 23, 2021

Exhibit B

03/20/2024 Item #4.


	STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #		
Authorized Purchaser's Authorized Representative	Purchase Order Date	Requisition No.			
Contractor Name and Address		Authorized Purchaser's Invoicing Address			
Contractor FEIN	Price Agreement number	Authorized Purchaser's Authorized Representative Email Address			
Deliver to Address		Authorized Purchaser's Authorized Representative Phone and Fax Number			
		Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # DASPS-2295-20 and Price Agreement # 1652 . The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.					
Agency's Authorized Representative to Make Purchase				Date	

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor’s expense the insurance specified in this Exhibit C prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$2,000,000** per occurrence. Annual aggregate limit shall not be less than **\$4,000,000**.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$2,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor’s activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

SPECIFICATIONS

1. GENERAL PROVISIONS:

- 1.1 **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for change during the solicitation process for the Agreement, then Contractor shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification.
- 1.2 **ADHERENCE TO THE SPECIFICATIONS:** Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2. SPECIFICATIONS:

Specifications below provide a minimum requirement.

- 2.1 All Base Model Vehicles must include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications. All Vehicle Base Models must include two (2) sets of keys and all user manuals.
- 2.2 Additional equipment packages, factory installed options and aftermarket options may also be offered. Cab and Chassis optional Body Upfit may also be offered. Contractor shall provide all sub-contractors for Body Upfits to DAS PS.
- 2.3 All required installation services must be completed by the manufacturer or a manufacturer authorized installer and Contractor must certify completed vehicle conforms to all Federal Motor Vehicle Safety Standards ("FMVSS") and all body modifications must have National Highway Traffic Safety Administration ("NHTSA") certification.
- 2.4 Unless otherwise DAS PS approved, all Vehicles must be no older than 1 year beyond the current Manufacturer's model year, new and unused, free of damage, rust and other defects that may affect appearance or serviceability.
- 2.5 All Vehicles must comply with all federal and State laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services. This includes, but is not limited to, FMVSS, Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State laws, requirements, and regulations. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract regarding the Goods and related services, including but not limited to requirements concerning specifications and safety, and environmental requirements, those requirements shall immediately become a part of the Agreement and each Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Administrator immediately.
- 2.6 Vehicles must not contain Dealer's advertising or identification (name, logos, etc.) including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) will be permitted on the respective Vehicles if such

advertising or identification is a Manufacturer's standard on the specific Vehicle.

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- 2.7 Acceptable Vehicle fuel and alternative fuel options include gasoline (E-10), diesel, bio-diesel, natural gas (compressed or liquefied), ethanol flex fuel (E-85), liquefied petroleum gas, Hydrogen Fuel Cell Electric Hybrid, Plug-in Hybrid Electric and Plug-in Electric Vehicle. Additional fuel options may be accepted upon DAS PS approval.

**AMENDMENT #1 to
PRICE AGREEMENT# 1652**

03/20/2024 Item #4.

This is Amendment No. 1 to Price Agreement #1652 dated May 1, 2021 ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS PS" or "Agency" and Gee Automotive Portland VII, LLC (dba Ron Tonkin Chrysler Jeep Dodge Ram Fiat) (hereafter called "Contractor"). This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law ("Amendment Effective Date").

Specific Amendments to the Price Agreement. The Price Agreement is hereby amended as follows (new language is indicated in **bold and underlined** and deleted language is indicated by [brackets] and ~~strikethrough~~.

All capitalized terms used in this Amendment that are not defined herein shall have the same meaning as in the Price Agreement.

The parties agree to amend the Price Agreement, as follows:

1. **Section 1.3.7** is hereby added to the Agreement.

1.3.7 If Goods specified in Exhibit A are unavailable from the manufacturer, Contractor may offer Authorized Purchaser(s) goods from Contractor's current in-stock models. Prices for in-stock models shall be provided by Contractor in a written quote upon the request of Agency. Except for the pricing specified in Exhibit A, in-stock models offered under this Agreement are subject to the terms and conditions of this Agreement and must meet all specification requirements in Exhibit D of this Agreement.

Except as expressly amended above, all other terms and conditions of the Price Agreement shall remain in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made on the Amendment Effective Date.

Certifications. The individual signing on behalf of Contractor hereby:

- A. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;
- B. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Approval of Chair Signature of Document No. 2024-033, a Notice of Intent to Award a contract for the paving of Spring River Road from South Century Drive to the US Forest Service boundary

RECOMMENDED MOTION: Move approval of Board Chair signature of Document No. 2024-033.

BACKGROUND AND POLICY IMPLICATIONS: Deschutes County Road Department prepared bid solicitation documents for the Paving of Spring River Rd: S Century Dr to FS Boundary project. The project scope of work includes paving and delineation of 2.0 miles of Spring River Rd between S Century Rd and the USFS property boundary. The project was advertised in the Daily Journal of Commerce and The Bulletin on February 14, 2024. The Department opened bids at 2:00 P.M. on March 6, 2024.

Four (4) bids were received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
High Desert Aggregate & Paving, Inc	\$ 944,032.00
Knife River Corporation - Northwest	\$ 1,012,815.00
Granite Construction Co.	\$ 1,017,847.70
KNL Industries, Inc	\$ 1,065,165.20
Engineer's Estimate	\$ 1,157,172.62

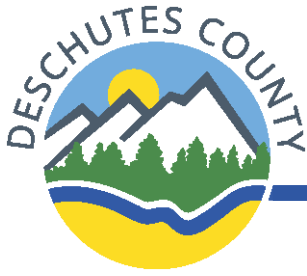
This action issues a Notice of Intent to Award the contract to the apparent low bidder, High Desert Aggregate & Paving, Inc, and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder administratively. The bid tabulation, including the Engineer's estimate, is attached.

BUDGET IMPACTS:

The project cost is budgeted in the Road Capital Improvement Plan (CIP) budget for Fiscal Year 2024.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Director



BOARD OF COUNTY COMMISSIONERS

March 20, 2024

Posted on the Deschutes County, Oregon Bids and RFPs website at <http://www.deschutescounty.gov/rfps> prior to 5:00 PM on the date of this Notice.

Subject: **Notice of Intent to Award Contract**
Contract for Paving of Spring River Rd: S Century Dr to FS Boundary

To Whom It May Concern:

On March 20, 2024, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was High Desert Aggregate & Paving, Inc, with a bid of Nine Hundred Forty Four Thousand Thirty Two Dollars (\$944,032.00).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will end at 5:00 PM on March 27, 2024.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly-scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; FAX (541) 383-0496; or e-mail to david.doyle@deschutescounty.gov.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

Patti Adair, Chair

S CENTURY DR TO FS BOUNDARY
 DESCHUTES COUNTY, OREGON
 PROJECT # W66142

BID RESULTS

BID OPENING : 2:00 PM 3/6/2024

				ENGINEER'S ESTIMATE		High Desert Aggregate & Paving, Inc 8500 Lone Pine Rd Terrebonne, OR 97760		Knife River Corporation - Northwest 64500 OB Riley Road Bend, OR 97701	
ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization	LS	1	\$83,000.00	\$83,000.00	\$90,000.00	\$90,000.00	\$76,025.00	\$76,025.00
2	Temporary Protection and Direction of Traffic	LS	1	\$86,000.00	\$86,000.00	\$50,000.00	\$50,000.00	\$31,000.00	\$31,000.00
3	Temporary Signs	SQFT	459	\$30.05	\$13,792.95	\$35.00	\$16,065.00	\$28.00	\$12,852.00
4	Portable Changeable Message Signs	EACH	3	\$3,048.00	\$9,144.00	\$2,000.00	\$6,000.00	\$1,800.00	\$5,400.00
5	Flagger	HOUR	571	\$74.00	\$42,254.00	\$73.00	\$41,683.00	\$74.00	\$42,254.00
6	Pilot Car	HOUR	99	\$90.75	\$8,984.25	\$98.00	\$9,702.00	\$100.00	\$9,900.00
7	Stripe Removal	FOOT	550	\$5.00	\$2,750.00	\$13.00	\$7,150.00	\$12.00	\$6,600.00
8	Inlet Protection, Type 3	EACH	4	\$0.00	\$0.00	\$75.00	\$300.00	\$95.00	\$380.00
9	Asphalt Pavement Sawcutting	FOOT	489	\$0.00	\$0.00	\$2.00	\$978.00	\$3.00	\$1,467.00
10	Cold Plane Pavement Removal, 3 Inches Deep	SQYD	30,500	\$2.70	\$82,350.00	\$2.50	\$76,250.00	\$2.50	\$76,250.00
11	Aggregate Shoulders	TON	625	\$60.90	\$38,062.50	\$50.00	\$31,250.00	\$48.00	\$30,000.00
12	Level 3, 1/2 Inch ACP Mixture	TON	5,200	\$120.00	\$624,000.00	\$93.00	\$483,600.00	\$112.00	\$582,400.00
13	13-inch Asphalt Concrete Pavement Widening & P	SQYD	122	\$85.75	\$10,461.50	\$100.00	\$12,200.00	\$80.00	\$9,760.00
14	Bi-Directional Yellow Type IAR Markers, Recessed	EACH	266	\$19.37	\$5,152.42	\$22.50	\$5,985.00	\$26.00	\$6,916.00
15	Thermoplastic, Sprayed, Surface, Non-Profiled	FOOT	72,000	\$1.50	\$108,000.00	\$1.15	\$82,800.00	\$1.35	\$97,200.00
16	Pavement Legend, Type AB: Bicycle Lane Stencil	EACH	6	\$380.00	\$2,280.00	\$300.00	\$1,800.00	\$350.00	\$2,100.00
17	Pavement Legend, Type AB: "STOP"	EACH	3	\$500.00	\$1,500.00	\$650.00	\$1,950.00	\$751.00	\$2,253.00
18	Pavement Bar, Type AB	SQFT	75	\$19.00	\$1,425.00	\$13.00	\$975.00	\$14.00	\$1,050.00
19	Green Bicycle Lane, Paint	SQFT	12,672	\$3.00	\$38,016.00	\$2.00	\$25,344.00	\$1.50	\$19,008.00
				TOTAL =	\$1,157,172.62	TOTAL =	\$944,032.00	TOTAL =	\$1,012,815.00

S CENTURY DR TO FS BOUNDARY
 DESCHUTES COUNTY, OREGON
 PROJECT # W66142

BID RESULTS

BID OPENING : 2:00 PM 3/6/2024

				ENGINEER'S ESTIMATE		Granite Construction Co. 16821 SE McGillivray Blvd, Suite #210 Vancouver, WA 98683		KNL Industries, Inc 10672 S Macksburg Rd Canby, OR 97013	
ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization	LS	1	\$83,000.00	\$83,000.00	\$98,000.00	\$98,000.00	\$75,000.00	\$75,000.00
2	Temporary Protection and Direction of Traffic	LS	1	\$86,000.00	\$86,000.00	\$23,000.00	\$23,000.00	\$10,000.00	\$10,000.00
3	Temporary Signs	SQFT	459	\$30.05	\$13,792.95	\$16.60	\$7,619.40	\$20.00	\$9,180.00
4	Portable Changeable Message Signs	EACH	3	\$3,048.00	\$9,144.00	\$1,900.00	\$5,700.00	\$2,500.00	\$7,500.00
5	Flagger	HOUR	571	\$74.00	\$42,254.00	\$90.00	\$51,390.00	\$100.00	\$57,100.00
6	Pilot Car	HOUR	99	\$90.75	\$8,984.25	\$150.00	\$14,850.00	\$125.00	\$12,375.00
7	Stripe Removal	FOOT	550	\$5.00	\$2,750.00	\$12.00	\$6,600.00	\$1.50	\$825.00
8	Inlet Protection, Type 3	EACH	4	\$0.00	\$0.00	\$125.00	\$500.00	\$200.00	\$800.00
9	Asphalt Pavement Sawcutting	FOOT	489	\$0.00	\$0.00	\$1.75	\$855.75	\$5.00	\$2,445.00
10	Cold Plane Pavement Removal, 3 Inches Deep	SQYD	30,500	\$2.70	\$82,350.00	\$2.40	\$73,200.00	\$4.25	\$129,625.00
11	Aggregate Shoulders	TON	625	\$60.90	\$38,062.50	\$44.00	\$27,500.00	\$60.00	\$37,500.00
12	Level 3, 1/2 Inch ACP Mixture	TON	5,200	\$120.00	\$624,000.00	\$110.00	\$572,000.00	\$110.00	\$572,000.00
13	13-inch Asphalt Concrete Pavement Widening & P	SQYD	122	\$85.75	\$10,461.50	\$179.00	\$21,838.00	\$90.00	\$10,980.00
14	Bi-Directional Yellow Type IAR Markers, Recessed	EACH	266	\$19.37	\$5,152.42	\$22.50	\$5,985.00	\$20.00	\$5,320.00
15	Thermoplastic, Sprayed, Surface, Non-Profiled	FOOT	72,000	\$1.50	\$108,000.00	\$1.20	\$86,400.00	\$1.30	\$93,600.00
16	Pavement Legend, Type AB: Bicycle Lane Stencil	EACH	6	\$380.00	\$2,280.00	\$300.00	\$1,800.00	\$350.00	\$2,100.00
17	Pavement Legend, Type AB: "STOP"	EACH	3	\$500.00	\$1,500.00	\$650.00	\$1,950.00	\$550.00	\$1,650.00
18	Pavement Bar, Type AB	SQFT	75	\$19.00	\$1,425.00	\$12.25	\$918.75	\$14.00	\$1,050.00
19	Green Bicycle Lane, Paint	SQFT	12,672	\$3.00	\$38,016.00	\$1.40	\$17,740.80	\$2.85	\$36,115.20
				TOTAL =	\$1,157,172.62	TOTAL =	\$1,017,847.70	TOTAL =	\$1,065,165.20



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Public Hearing, Discussion, and Possible Action on Wilson Ave Housing Program

RECOMMENDED MOTION:

Direct staff as determined by the Board.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County applied for and was selected to receive a state grant based on Governor Kotek's 2023 Emergency Order on Housing, which created funding for areas where there were high rates of unhoused individuals and deficiencies in the housing continuum. On December 20th, 2023, Deschutes County purchased a triplex at 640 SE Wilson Ave in Bend. The program is operational and placed its first resident in the house on January 5, 2024. All tenants living in the triplex at the time of purchase have found alternative housing.

This property provides interim and long-term housing for 40 to 50 men each year who are involved with the justice system and would otherwise experience acute homelessness. The County is partnering with a housing provider - Free On The Outside - that has more than 15 years of experience providing housing for justice-involved individuals. This is a managed residential property, with a live-in housing manager. All residents are required to comply with the conditions of their court mandated supervision and agree to and conduct themselves safely as good neighbors, in accordance with house rules.

All residents are referred through Deschutes County Adult Parole & Probation and have an assigned Parole & Probation Officer, who will have frequent presence at the home. The Parole & Probation Officer works with Free On The Outside to ensure the home operates as intended, contributes positively to the neighborhood and increases public safety for our community.

Parole & Probation developed program referral criteria and a screening process designed with consideration for the impact of the program on the neighborhood. Listed below is the process:

- Candidates are formally screened by Parole & Probation staff for safety and readiness to participate. A person will not be considered for placement if the

screening process indicates they are not likely to be successful in following program rules, supervision conditions, or conducting themselves safely as good neighbors.

- The screening assesses the totality of the individual's circumstances including the reason they are on supervision, level of remorse and readiness to improve their lives, current compliance with supervision, past performance on supervision, and their readiness to agree to and abide by house rules.
- Candidates additionally need to demonstrate readiness for or evidence that they are already in treatment, seeking employment or are employed, and are actively pursuing recovery from substances.
- Once participating, Parole & Probation Officers provide high levels of monitoring and support to individuals, which include home visits, office visits, phone calls to treatment providers or employers, responding to community members and ultimately can result in quick action to return an individual to court or to jail for program violations.

Attached are Frequently Asked Questions related to the program. The FAQs are posted on the Community Justice Department's webpage.

Community members have contacted the County and the Board with a variety of recommendations, ranging from modifying program requirements to closing the program. Attached is a summary list of these recommendations. At the public hearing on March 20, 2024, community members will have an opportunity to publicly comment on the program. Verbal public comment at the meeting will be limited, but will likely be between 1-3 minutes, based on the number of speakers. Interested parties are also encouraged to submit written comments prior to the meeting by email board@deschutes.org.

At the conclusion of the public hearing, the Board may deliberate and make decisions related to the program (maintain the program as is or modify the program) or the Board may schedule deliberations for a future Board meeting.

BUDGET IMPACTS:

TBD

ATTENDANCE:

Erik Kropp, Deputy County Administrator
Deevy Holcomb, Community Justice Director

Wilson Ave. Housing Program Presentation

BOARD OF COMMISSIONERS



MARCH 20, 2024

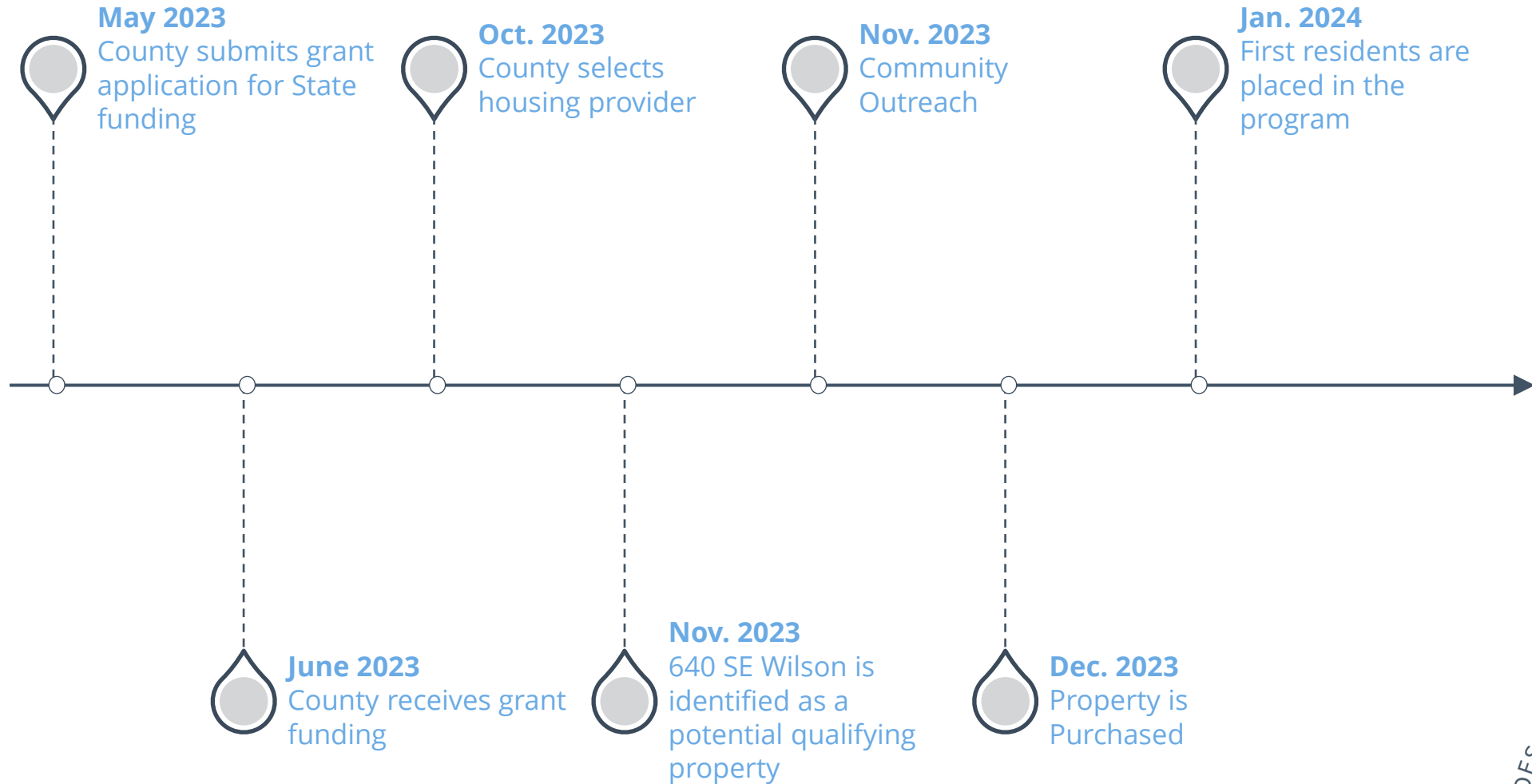
Meeting Format

- **Staff presentation**
 - Commissioners ask staff questions
- **Public hearing**
 - 1-3 minutes depending on number of speakers
 - Commissioners may ask questions of speakers or staff
 - Not a back and forth dialogue
- **BOCC options (today or at future meeting)**
 - Discussion
 - Deliberations
 - Decision



Wilson Ave. Program Background

How was the program created?



Grant application

- **Original grant application said the property should be 1,000 feet from parks, but property is less than 1,000 feet from Kiwanis Park**
 - Original application referenced a 1,000 foot distance as a potential restrictive distance
 - During next phase of process (program provider and location selection), County specified that 1,000 foot distance from a park is not a requirement, but a person on supervision with a 1,000 foot restriction of a park would not be placed at the house
- **Low barrier vs high barrier**
 - Grant application labeled program as low barrier
 - As program developed, it is in fact high barrier



Who does the program serve?

- The Wilson Ave. Program provides housing for males on supervision who would otherwise be homeless
- High-barrier
- Operated by a non-profit: Free On The Outside
 - Non-profit has more than 15 years' experience
- Live-in housing manager
- All residents assigned to a Parole & Probation Officer and required to comply with court-mandated supervision



How are residents placed?

- **Screened for safety and readiness**
 - Follow program rules, supervision conditions, and safe conduct
- **Screening assesses totality of circumstances**
 - Reason for supervision
 - Criminogenic risk and need (risk to reoffend)
 - Level of remorse
 - Readiness to improve their life
 - Compliance with supervision
 - Past performance on supervision
 - Readiness to agree to and abide by house rules



Program screening processes

- **Candidates need to demonstrate:**
 - Evidence they are in treatment or in the process of entering treatment
 - They are employed or seeking employment
 - Pursuing recovery from substances, if applicable
- **Parole & Probation Officers provide a high level of monitoring and support**
 - Home visits
 - Office visits
 - Communication with treatment providers and employers
 - Responding to behaviors in the community



About Adult Parole & Probation

What is a Parole & Probation Officer?

In Deschutes County, 22 Parole and Probation officers supervise over 1,000 individuals on supervision.

Parole and Probation Officers contribute to public safety and, therefore, impact the community, victims and offenders, by holding offenders accountable for their behavior and working with them to make positive changes in their lives.

Adult Parole & Probation is committed to promoting public safety by holding offenders accountable for their actions and by providing alternatives to criminal attitudes, beliefs and behavior.



What is Community Supervision?

Parole and Probation officers supervise criminal offenders sentenced to felony or misdemeanor probation by the Court or released to parole or post-prison supervision from a correctional facility.

Adult Parole & Probation is committed to promoting public safety by holding offenders accountable for their actions and by providing alternatives to criminal attitudes, beliefs and behavior.



Accountability Steps

- Assigned to a Parole and Probation Officer
- Meetings with Parole and Probation Officer
- Substance abuse testing
- Referral to treatment programs and providers
- Connecting with court system for payment of court fees and victim restitution
- Enforcement of supervision conditions

Adult Parole & Probation is committed to promoting public safety by holding offenders accountable for their actions and by providing alternatives to criminal attitudes, beliefs and behavior.



Other Mitigation Tools

- Electronic monitoring
- Unannounced search conditions
- Participation in UA program
- Digital media monitoring
- Increased reporting

Adult Parole & Probation is committed to promoting public safety by holding offenders accountable for their actions and by providing alternatives to criminal attitudes, beliefs and behavior.



Community Feedback

Community requests and staff response

Request:

Build a house in another location, potentially on the Public Safety Campus

Staff response:

- Space designated for 9-1-1 and Oregon State Police future growth
- Result in loss of grant funds
- No funds budgeted for this recommendation



Community requests and staff response

Request:

Limit eligibility to women and children

Staff response:

- Need is to house men, less demand to house women on supervision
- Jeopardize grant funds



Community requests and staff response

Request:

Find a house in another location

Staff response:

- Relocation would likely result in discontinuation of program
- Return of grant funds
- Same/similar neighborhood issues



Community requests and staff response

Request:

Close the house

Staff response:

- Housing demand/need for population
- Return grant funding (County to repay funds spent to date)
- People on supervision live throughout our community
- Community safer when people on supervision are housed



Community requests and staff response

Request:

*No individuals
classified as a Level 2
sex offender*

Staff response:

- Would preclude a significant number of potential participants
- Diminish program's intent
- Screening tool/process used to mitigate risk



Community requests and staff response

Request:

No individuals classified as a Level 3 sex offender

Staff response:

- Individuals classified as Level 3 sex offenders are less likely to meet eligibility due to screening tool/process
- Would limit program participants
- Increases the chance an individual classified as a level 3 sex offender is homeless (community safety issue)



Community requests and staff response

Request:

Don't allow any sex offenders

Staff response:

- Would preclude a significant number of potential participants
- Diminish program's intent to a level that program would be unsustainable
- Community safety concerns



Community requests and staff response

Request:

County provide “legal and financial accountability”

Staff response:

- Court and law releases people who have completed prison or jail sentence to live in the community
- People on supervision live throughout community (est. at 1,000)

(continued on next slide)



Community requests and staff response

Request:

County provide “legal and financial accountability”

Staff response (cont.):

- Deschutes County doesn't provide “legal and financial accountability” for anybody on supervision. Such individuals are already in the community.
- Risks cannot be eliminated, but are mitigated
- Program includes house manager, security cameras at the residence, screening of participants, and active supervision of participants by POs



Community requests and staff response

Request:

County provide neighbors stipend

Staff response:

- County does not provide a stipend to other neighbors of people on supervision
- Risk cannot be eliminated, but are mitigated
- Program includes house manager, security cameras at triplex, screening of participants, and active supervision of participants by POs



Community requests and staff response

Request:

Apply Bend's "shelter code" to property

Staff response:

- Code does not apply to the property



To learn more:

 www.deschutes.org/CJhousing

 housing@deschutes.org



**Deschutes County
Community Justice Department
Wilson Ave Housing Program
Requests from Community Members
March 12, 2024**

(Note: this list was compiled based on emails sent to Deschutes County and comments made at Board of County Commissioners' meetings. It is not all inclusive)

Close/Relocate

1. Close house
2. Relocate the program/house
3. Relocate program/house to public safety campus

Change Population

4. Limit eligibility to women and children
5. Don't allow level 2 sex offenders
6. Don't allow level 3 sex offenders
7. Don't allow level 2 and 3 sex offenders
8. Don't allow sex offenders

Other

9. Have the County provide neighbors "legal and financial accountability" for any crime against neighbors by Wilson Ave Triplex program participants
10. Have the County reimburse or provide a stipend for neighbors for security camera installation and/or higher fence installation
11. Apply Bend's "shelter code" to the property

Central Oregon Free On The Outside and Deschutes County Community Justice Housing Program

FREQUENTLY ASKED QUESTIONS (FAQs)

Thank you for your interest in the Wilson Ave. Housing Program. If you have a question, please fill out the form below. Questions will be reviewed by staff. The program's Frequently Asked Questions document will be updated weekly, or on an as-needed basis.

Last updates made Jan. 24, 2024 (to question 15 and a new question 16)

en español

Project Overview:

On December 20th, 2023, Deschutes County purchased a triplex at 640 SE Wilson Ave in Bend with grant funding from the State of Oregon. This property will provide interim and long-term housing for 40 to 50 men each year who are involved with the justice system and would otherwise experience acute homelessness.

The County is partnering with a housing provider – Free On The Outside – that has more than 15 years of experience providing housing for justice-involved individuals.

This will be a managed residential property, with a live-in housing manager. All residents will be required to comply with the conditions of their court mandated supervision and agree to and conduct themselves safely as good neighbors, in accordance with house rules.

All residents will be referred through Deschutes County Adult Parole & Probation and have an assigned Parole & Probation Officer, who will have frequent presence at the home. The Parole & Probation Officer will work with Free On The Outside to ensure the home operates as intended, contributes positively to the neighborhood and increases public safety for our community.

We believe everyone should have the opportunity to better himself or herself, that housing is a basic need that presents a major barrier for many, and that everyone in our community is safer when people involved in the justice system have a stable home in which to take pride and get back on their feet.

Deschutes County Community Justice has developed this Frequently Asked Questions document to help provide information about the project and answer frequently asked questions:

Frequently Asked Questions

1. What was the timeline for this project?

- On May 8, 2023, Deschutes County Adult Parole and Probation submitted an application pending Board of County Commissioners approval for funding provided under [EO 23-02](#) to provide housing for justice involved men on supervision.
- On [May 15, 2023](#) the Board of County Commissioners reviewed the application and provided approval for the grant application.
- On May 31, 2023, Central Oregon Intergovernmental Council (COIC) and the Central Oregon [Multi-Agency Coordination team](#) approved the grant application and awarded Deschutes County \$1,078,518.00 for acquisition and initial operations of the program.
- On June 30, 2023, the County received the sub-recipient agreement from COIC and the Central Oregon Multi-Agency Coordination team.
- On [July 26, 2023](#), the Board of County Commissioners reviewed and signed the sub-recipient agreement with COIC for the housing funds.
- On [August 23, 2023](#), the Board of County Commissioners reviewed and approved issuance of Request For Proposal (RFP) 2023-751. This competitive solicitation was aimed at securing a provider to manage the program.
- On September 27, 2023, the RFP closed.
- On October 16, 2023, a multidisciplinary panel made a recommendation to move forward with selecting Free On The Outside as the housing provider.
- On [October 25, 2023](#), the Board of County Commissioners reviewed the panel's recommendations and issued an intent to award for Free On The

Outside.

- On November 8, 2023, 640 SE Wilson was identified as a potential qualifying property.
- On November 20, 2023, a contingent offer for 640 SE Wilson Ave. was accepted and on November 22, 2023, the required inspection occurred.
- On November 27, 2023, Free On The Outside executive director Mike Cross and his staff visited the 25 residences directly around the potential triplex located at 640, 648, and 652 SE Wilson Ave in Bend, Oregon. This included 6 triplexes, 3 duplexes, and one single residence. Staff spoke with residents at 14 of the residences and left flyers at the 11 residences where no one answered the door. Most residents had no questions at the time they interacted with Free On The Outside and said they would follow up, if necessary, after they reviewed the flyer. One resident asked about reentry services.
- On [December 6, 2023](#), the Board of County Commissioners reviewed the selected property and the community outreach process and gave approval to move forward with the purchase.
- On [December 13, 2023](#), the Board of County Commissioners reviewed and approved the grant agreement with Free On The Outside to manage the program.

2. How was Free On The Outside Selected?

The County used a [competitive solicitation process](#) to identify a housing provider, and Free On The Outside was selected after a panel made up of County staff and community members reviewed their qualifications and application. The Board of County Commissioners approved the application in October 2023.

Free On The Outside has 15 years of experience providing housing for justice-involved individuals. The non-profit currently works with 200 people in more than 20 houses and neighborhoods across the state.

3. How many people will be served?

Approximately 40-50 men per year. The home will provide a combination of short-term and long-term residential opportunities dependent on need, currently estimated at 12 short-term and 4 long-term residential opportunities at any given time. All men must be on supervision with Deschutes County Parole & Probation in order to receive housing services. The program will provide interim housing while it helps individuals to locate permanent housing. Each individual will work with their Parole & Probation Officer and Free On The Outside to create a plan for permanent housing depending on their circumstances, but will likely range from 90 days to up to a year or more if they are still on supervision and a permanent housing option has not yet been identified.

4. Shouldn't people who commit crimes be in jail?

Almost all individuals who are sentenced to prison or jail are released and live in our community. Parole & Probation's sole service population are individuals on probation or post-prison supervision. The courts and Oregon law have determined these individuals have served their time and are now eligible for community supervision. As of January 1, 2024, Deschutes County had almost 1000 people who are on supervision with Adult Parole and Probation.

5. Why is Deschutes County spending public money this way?

Deschutes County applied for and was selected to receive a state grant based on Governor Kotek's 2023 Emergency Order on Housing, which created funding for areas where there were high rates of unhoused individuals and deficiencies in the housing continuum.

Almost all individuals who are sentenced to prison or jail are released and living in our communities. When they are, everyone – their families, friends, employers, neighbors – and the entire community is safer when they have a safe and stable place to live, recover, learn new skills and become productive members of society. Homelessness keeps them at a survival level where poor choices, stress, access to substances and negative people are easier to find than rehabilitation opportunities. They often sleep in public spaces and are not able to be productive. This makes the community feel less livable and unsafe for everyone.

6. Will this program draw people who don't live in Deschutes County?

Only individuals on community supervision with Deschutes County Parole & Probation who would otherwise be homeless in Deschutes County will be eligible to

be referred. All individuals on community supervision with the County have been ordered to supervision in this County because they lived here before or when they committed the offense for which they are on supervision. People who are not on supervision with Deschutes County will not be eligible to be referred to receive housing services from this program.

7. Is this a program for sex offenders? Is the program required to accept all sex offenders regardless of whether they have a restriction that cannot be accommodated?

Because people on community supervision with conditions that restrict proximity to minors and/or require them to register as sexual offenders experience among the highest level of homelessness, this was the program’s original target population, and it remains a priority population. Due to the selected property’s size and ability to provide additional living space, however, it will not be the only population. Additionally, while the program will not restrict consideration of any referrals based on crime type or designated severity level, if supervision conditions or restrictions exist for a person that the court or parole board deem impermissible for this location, the property will not be an option for them. At this time, people with Level 2 or Level 3 sexual offender classifications will not be denied consideration if their individual case meets the criteria described, however with consideration for any current tenants, individuals on supervision for sexual offenses will not be referred until the property is vacated.

For example, if a Parole & Probation Officer is looking for a placement for a person who has a parole board condition that they cannot reside near locations where children are the primary occupants or users (ORS 144.641), the parole board and the Parole & Probation Officer will look at the address of the property and its proximity to qualifying locations, and determine if this address would allow the person to meet the conditions of supervision. If by residing at the property, the person would *not* be able to fulfill their conditions of supervision, the Parole & Probation Officer would not be able to refer to the program. The program’s availability does not supersede the person’s supervision requirements.

Additionally, if individuals are not able to agree to house rules this property will not be an option for them. The program will consider referrals based on the greatest need. If over time needs change, the County may amend program provider agreements.

8. How is a neighborhood with parks and children an appropriate location to provide a home for people with criminal histories, especially sexual offense histories?

People on supervision live in all communities and neighborhoods in Deschutes County, including in the specific and broader neighborhood of Bend in which this property is located. Some risk of harm is unfortunately ever-present in all neighborhoods, even within our own homes, where many crimes including sexual offenses take place (for example, in Oregon in 2019, 91% of sexual assault victimizations were committed by someone the victim knew [[Bureau of Justice Statistics](#)]).

Many interim and group homes are located in traditional neighborhoods, especially neighborhoods that are close to public transportation, employment opportunities, and services to help residents reintegrate and meet the conditions of their supervision. Residents of the selected property have the same needs and rights as other residents. When, however, Parole & Probation Officers are working with individuals who have conditions of supervision that cannot be met if they reside at that address, or they are not able to agree to follow house rules they will not be referred and will not live at this location.

9. What will the property look, sound and feel like when walking by?

Grant funding includes funds for significant repairs and maintenance. We expect to improve upon the property from its current condition, including front and backyard clean up, and new exterior paint.

House rules will include but are not limited to courteous and legal parking for those who drive, curfew, quiet hours, no drugs and alcohol on property and lawn/yard upkeep. The program will be similar to the dozens of interim and congregate homes that already exist in the county including in this part of Bend, offering people on supervision a structured and monitored environment where they can re-enter the community and become productive members of society. The property will not serve the public at large. Residents and visitors coming to and from the property will be regulated, approved, and primarily occur during business hours. This will be the assigned home for residents, some for a long time, much like other residents in the neighborhood, and by and large residents will simply be living their lives, and/or getting back on their feet and making plans for their next move. Parole & Probation Officers will make routine home visits to support this progress and ensure it is happening, as they do with all people on community supervision

whether they are living individually, part of a family, or in a congregate living environment on an interim basis. Visits consist of speaking with all residents who are home at the time of the visit, ensuring rooms and spaces are orderly and that residents are complying with their individual requirements.

10. Does having a group of offenders at one location increase the risk of harm to those in that neighborhood?

People who have committed crimes in the past have different likelihoods of reoffending in the future, there is no one size fits all and having committed a crime in the past does not mean that the person will inevitably commit a new crime.

Of all the crime types that people are on supervision for, people with sexual offenses often have the lowest likelihood of recidivism, especially when engaged in effective treatment ([National Institutes of Health](#)).

People with the same crime type can have different levels of risk to re-offend and Parole & Probation supervises and monitors cases accordingly. The lack of stable housing is associated with increased risk of recidivism ([National Institutes of Health](#)), but even more importantly, the type of housing and other factors matter. Creating a positive (law abiding, sober and rehabilitation-oriented), structured, monitored living environment as this program will establish, is one of the biggest strengths that a person on supervision can have, since simply providing a place to live is not enough: the type of housing, supervision rules, and peer influence should all be taken into consideration ([Recidiviz](#)). For this reason, programs like this can maintain or improve safety from already existing risks.

This property will have additional security elements such as video surveillance cameras, house rules, a house manager who understands and ensures that rules are followed, and visits by trained Parole & Probation Officers whose vocation is to protect the public, reduce risk and create opportunities for people on supervision to rehabilitate and become productive citizens. Neighbors are encouraged to stay in touch with the contacts listed on this FAQ should issues arise that they feel need attention.

There are people on supervision living everywhere in Deschutes County, including in the specific and broader neighborhood of Bend in which the selected property is located. Most people walk by, share the bus, wait in the grocery store line, and attend restaurants and workplaces alongside people on supervision. Some risk of harm is unfortunately ever present in all neighborhoods, even within our own

homes where many crimes including sexual offenses take place (for example, in Oregon in 2019, 91% of sexual assault victimizations were committed by someone the victim knew [[Bureau of Justice Statistics](#)]).

11. The County’s original grant application said the property should be 1000 feet from parks, but this property is less than 1,000 feet from Kiwanis Park – did the County not abide by its own criteria?

Proximity to a park is not a general restriction for sexual offenders. The courts and/or the Parole Board determine a person’s conditions of supervision on an individual basis. Proximity to a park may or may not be defined as part of a specific person’s conditions of supervision.

The original grant application the County submitted to the state identified public concern and restrictive conditions as a challenge to locating an appropriate property that could serve the most people. In the original grant application, staff referenced a 1,000-foot distance as a potential restrictive distance. However, that reference was not linked to any state-wide regulation that restricts where sexual offenders may live or to any grant requirement.

As the County moved into the next phase of the process (program provider and location selection), the County specified that a qualifying property must be a “location that can accommodate clients who have legal restriction in terms of their proximity to minors and where their residence can be located” in relation to applicable laws. This means that if the property’s address is determined to be able to accommodate a restriction, the provider may not restrict or deny based on that crime type or restriction. Any person on supervision whose restrictions (and therefore their conditions of supervision) cannot be accommodated by residing at the identified property, however, will not be referred and will not live at this location.

When considering the neighborhood’s concerns, the County is aware that parks and schools are located at various distances around the property. However, the County considered that the property does not have a direct line of sight to Kiwanis Park and is not on the way to the nearest bus stop, and avoidable should an individual have a restriction prohibiting him from frequenting the park.

12. What safety measures will be in place to prevent individuals from re-offending?

For those living at the property, the biggest safety measure in place is the resident's relationship with their assigned Parole & Probation Officer, who will have frequent contact, know the resident well, and has the ability to search their rooms, cupboards or person, and investigate any issues.

In addition, because the Parole & Probation Officer can easily locate the person by knowing where they live, the assigned Parole & Parole Officer will be better able to prevent or intervene if a condition of their supervision is not being met.

Additionally, Free On The Outside will install cameras and a security system. Other accountability measures may also be put into place on an individual basis, including electronic monitoring when ordered.

Free On The Outside has a model that has proven success – compassion and accountability. With their establish housing program they report an extremely low resident recidivism rate, especially for people with supervised sexual offense conditions. Of 900 residents over 15 years in operation, one person has been convicted of a new sex offense – public indecency - while they lived in a Free On The Outside residence, which is less than a 1% recidivism rate. Free On The Outside and County staff will be available to immediately address issues or questions that neighbors may have and provide rapid response and engagement when needed.

13. Will the neighborhood or community be informed when individuals enter the program?

People on supervision in Deschutes County reside all across the county, as renters, homeowners, or relatives and friends of renters and homeowners. With some exceptions, these individuals are not required to notify neighbors of their status, and authorities do not have a legal right to make such notifications. When notification is required, the Oregon State Police will conduct that notification. Due to these factors, Adult Parole & Probation will not provide specific notifications to neighbors about individual residents or their status. Individuals who are admitted to the program will continue to be subject to any reporting/registering requirements that they have including with the [Oregon State Police registry](#). The public will continue to have the same level of access to information about individuals residing in the program as they would if the person was residing on their own in this or any other neighborhood.

14. Was this unit actively for sale and were there tenants in the triplex?

When the County purchased the triplex, it had been on the market since August 2023 and tenants were renting each of the three units.

Free On The Outside and the County worked with the seller’s agent to offer current tenants monetary incentives for the tenants to end their leases early. All three tenants accepted the monetary incentive. One unit was vacated before closing. Tenants in the remaining two units will vacate their units in January. Tenants were not required to terminate their leases early. The existing terms of their tenancy would have been honored if they choose to not accept the monetary incentive.

Having access to all three units will help Free On The Outside with program operations and design and will also allow more flexibility for repairs and maintenance of the property. Free On The Outside and the County are committed to ensuring that the property is well maintained and have plans to enhance its curb appeal and positively contribute to the neighborhood.

With consideration for existing tenants, the County will not consider referrals or admit individuals to the program who have conditions that restrict their proximity to minors until all tenants have vacated.

15. Is the program operational?

The program is operational. It placed its first resident on January 5, 2024. *At this time, we are not considering an alternate location for this program.*

16. Will the county change the program’s service population?

The Parole & Probation department has now finalized program referral criteria and processes including a screening process designed with consideration for the impact of the program on the neighborhood.

- Candidates will be formally screened by Parole & Probation staff for safety and readiness to participate, and will not be considered for placement if the screening process indicates they are not likely to be successful in following program rules, supervision conditions, or conducting themselves safely as good neighbors.*
- Screening will assess the totality of the individual’s circumstances including the reason they are on supervision, level of remorse and readiness to*

improve their lives, current compliance with supervision, past performance on supervision, and their readiness to agree to and abide by house rules.

- Candidates will additionally need to demonstrate readiness for or evidence that they are already in treatment, seeking employment or are employed, and are actively pursuing recovery from substances.
- Once participating, Parole & Probation Officers will provide high levels of monitoring and support to individuals, which will look like home visits, office visits, phone calls to treatment providers or employers, responding to community members and ultimately can result in quick action to return an individual to court or to jail for program violations.

17. Who do we contact if we need to talk to someone about the program?

- Mike Cross is Executive Director of Free On The Outside.
 - 503-383-1834 mikec@freeontgeoutside.org or admin@freeontheoutside.org.
 - Website: www.freeontheoutside.org
- Deschutes County Community Justice: Adult Parole and Probation Division
 - 541-385-1708 or housing@deschutes.org



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Public Hearing to consider transferring the jurisdiction of portions of Northwest Way and NW Spruce Avenue to the City of Redmond

RECOMMENDED MOTION:

Following the public hearing, move approval of Order No. 2024-009 transferring jurisdiction of portions of Northwest Way and NW Spruce Avenue to the City of Redmond.

BACKGROUND AND POLICY IMPLICATIONS:

With Redmond Resolution No. 2024-02, the City of Redmond has jurisdiction of portions of Northwest Way and NW Spruce Avenue abutting the Spruce Northwest Master Planned Development. Upon a public hearing for the matter, the Board of County Commissioners will consider adoption of Order No. 2024-009, which will surrender jurisdiction of the subject road segments to the City of Redmond.

BUDGET IMPACTS:

None.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

PUBLIC HEARING JURISDICTIONAL TRANSFER PORTIONS OF NORTHWEST WAY & NW SPRUCE AVE

Cody Smith, P.E.
County Engineer/Assistant Director
Road Department



Agenda

- Background Information
- Road Department Recommendation
- Public Hearing
- Consideration of Order No. 2024-009



Background Information

- ORS 373.270 - procedure for transferring jurisdiction over county roads to cities
 - Formal request by city
 - Public hearing by county
 - Adoption of a order to surrender by county

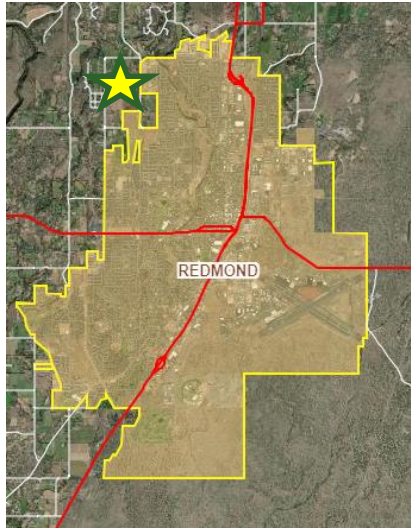





Background Information

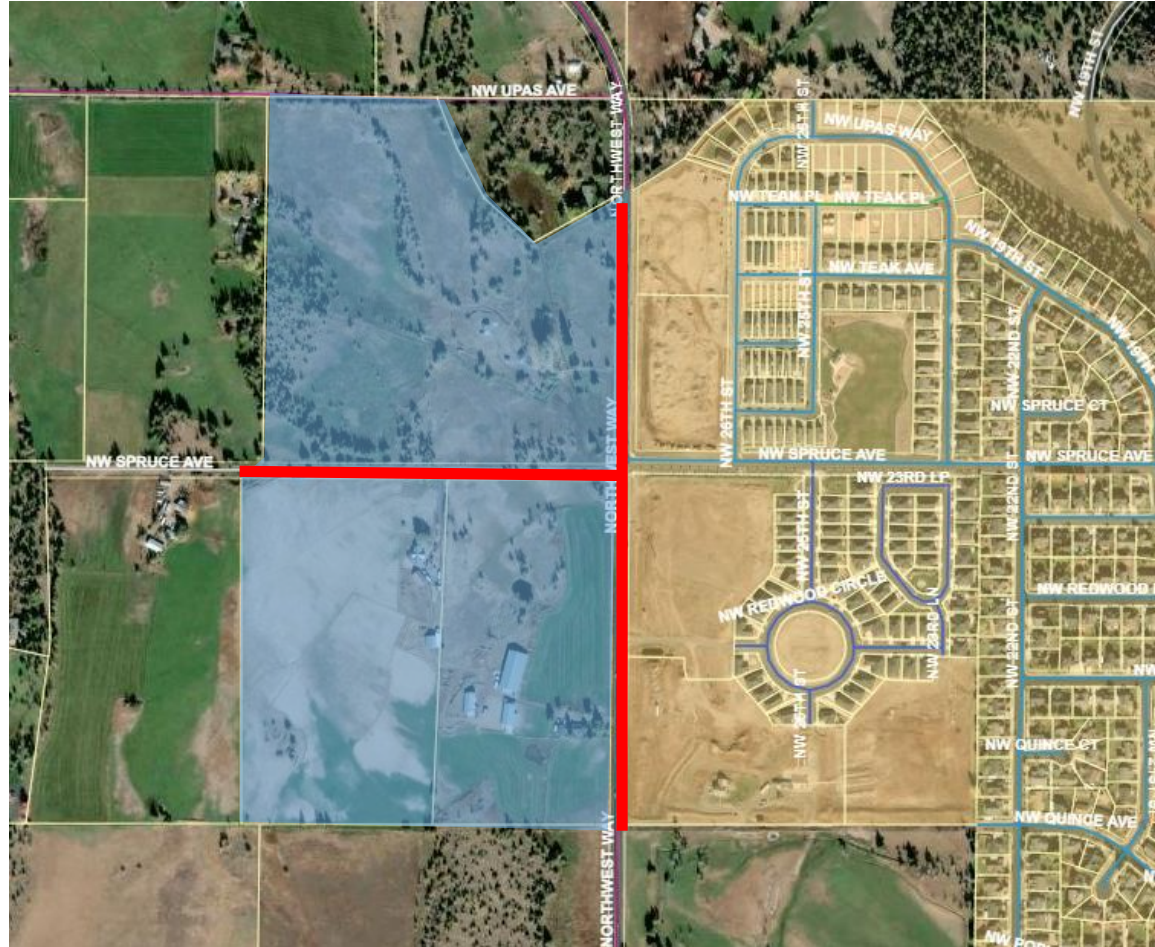
- City of Redmond annexing territory within UGB associated with the Spruce Northwest Master Planned Development.
- The territory to be annexed includes:
 - 0.43 mile portion of Northwest Way (county road)
(NOTE: Previously transferred with Order No. 2019-025, but error discovered in City's legal description)
 - 0.26 mile portion of NW Spruce Ave (local access road)
- City has made request for road jurisdictional transfer (City Resolution No. 2024-02)



Spruce Northwest Annexation



-  Prior City Territory
-  Territory to be Annexed
-  Road Segment to be Transferred



Public Comments

- No public comments received by Road Department to date



Recommendation

- Road Department recommends Board of County Commissioners adoption of Order No. 2024-009
- With adoption of this order, the subject road segments will become City of Redmond roads at midnight tonight.



Public Hearing

- At this time, I request that the Board chair open the public hearing.
- After public testimony has been given this morning and, subject to any testimony disputing the matter, I request that the Board chair close the public hearing and that the Board consider adoption of Order No. 2024-009, completing these proceedings.



REVIEWED

LEGAL COUNSEL

03/20/2024 Item #9.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Surrendering the Jurisdiction of
Portions of Northwest Way and Northwest
Spruce Avenue to the City of Redmond,
Oregon Pursuant to ORS 373.270.

*
*
*
*
*
*

ORDER NO. 2024-009

WHEREAS, the portions of Northwest Way and NW Spruce Avenue described and depicted in City of Redmond Resolution No. 2024-02, attached hereto as Exhibit "A" and by this reference incorporated herein, are public roads under the jurisdiction of Deschutes County, Oregon ("County"); and

WHEREAS, by City of Redmond Resolution No. 2024-02 (Exhibit "A"), the City of Redmond, Oregon ("City") has requested transfer of jurisdiction from County to City of the portions of Northwest Way and NW Spruce Avenue described and depicted therein; and

WHEREAS, a public hearing was held by the Board of County Commissioners on Wednesday, March 20, 2024, at 9:00 A.M. in the Barnes and Sawyer Rooms of the Deschutes Services Center, 1300 NW Wall Street, Bend, Oregon, to determine whether jurisdiction over the public roads shown in Exhibit "A" will be surrendered to the City of Redmond; now, therefore,

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

Section 1. That it is in the public interest to surrender jurisdiction of the public road segments described and depicted in Exhibit "A" to the City of Redmond.

Section 2. That effective as of 12:00 AM, March 21, 2024, the Board of County Commissioners hereby surrenders jurisdiction of the road segments described and depicted in Exhibit "A" to the City of Redmond.

Section 3. From and after 12:00 AM, March 21, 2024, the road segments described and depicted in Exhibit "A" shall be under the jurisdiction of the City of Redmond.

Dated this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

**CITY OF REDMOND
RESOLUTION NO. 2024-02**

A RESOLUTION OF THE CITY OF REDMOND REQUESTING THE TRANSFER OF CERTAIN COUNTY RIGHTS-OF-WAY FROM DESCHUTES COUNTY.

WHEREAS, the City Council has agreed to take jurisdiction of certain County roads within the City limits; and

WHEREAS, pursuant to ORS 373.270(6), the City Council wishes to initiate transfer of such jurisdiction to the City.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDMOND, OREGON, AS FOLLOWS:

SECTION 1: That the City hereby requests that Deschutes County surrender jurisdiction to the City of Redmond of certain County rights-of-way for NW Spruce Avenue and Northwest Way as described in Exhibits A and B attached hereto as of 12:00 a.m., February 8, 2024.

SECTION 2: That the jurisdiction of Deschutes County over the rights-of-way described in Section 1 hereof, and for the right-of-way improvements, construction, and repair shall cease upon transfer of the property to the City of Redmond.

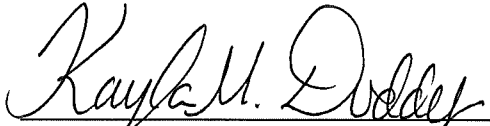
SECTION 3: This resolution shall be effective February 8, 2024.

ADOPTED by the City Council and **SIGNED** by the Mayor this 23rd day of January 2024.



Ed Fitch, Mayor

ATTEST:



Kayla Duddy, Deputy City Recorder



901 NW Carlon Ave, Suite 3 | Bend, OR 97703
(541) 797-0954 - www.sflands.com

2021-337-01
DECEMBER 28, 2023
BRR

EXHIBIT A

NORTHWEST WAY LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) AND NORTHEAST QUARTER (NE1/4) OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 30.00 FEET OF THE NORTHWEST QUARTER (NW1/4) AND THE WEST 30.00 FEET OF THE NORTHEAST QUARTER (NE1/4).

EXCEPTING THEREFROM, THE NORTH 332.73 FEET THEREOF.

CONTAINING 3.20 ACRES, MORE OR LESS.

NORTHWEST SPRUCE AVENUE LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 60.00 FEET OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) AND THE EAST 81.47 FEET OF THE NORTH 60.00 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4).

EXCEPTING THEREFROM, ANY PORTION LYING WITHIN THE BOUNDS OF NORTHWEST WAY AS DESCRIBED ABOVE.

CONTAINING 1.88 ACRES, MORE OR LESS.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON MAY 11, 2021 BRAD R. RHOADES 91917PLS

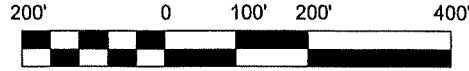
RENEWS: 12/31/2024

EXHIBIT B



S89°32'18"E 2640.41'

TOWNSHIP 14 SOUTH
TOWNSHIP 15 SOUTH



SCALE: 1" = 200'

TAX LOT
151305000500

N89°32'18"W 60.00'

TAX LOT 15130500-00600

NORTHWEST WAY ANNEXATION
±3.20 ACRES

NW SPRUCE AVENUE ANNEXATION
±1.88 ACRES

S89°41'35"E
81.47'

NW1/16

S89°41'35"E 1287.55'

NW SPRUCE AVENUE

N00°00'04"E
60.00'

N89°41'35"W 1368.42'

S00°40'15"W
60.00'

60'

30'

30'

C-N1/16

S00°40'15"W 2323.84'

PARCEL 1

PARCEL 1

MINOR PARTITION
NO. 23-12

MINOR PARTITION
NO. 24-5

LEGEND:

● RECORD MONUMENT PER COUNTY SURVEY 20668

--- TAX LOT LINE

--- SECTION LINE

NORTHWEST WAY ANNEXATION AREA

NW SPRUCE AVENUE ANNEXATION AREA

REGISTERED
PROFESSIONAL
LAND SURVEYOR

B.R. RHOADES

OREGON
MAY 11, 2021
BRAD R. RHOADES
91917PLS

RENEWS: 12/31/2024



Date: 12/28/2023 901 NW CARLON AVE, SUITE 3
207, BEND, OR 97703 www.sflands.com
Proj No: 2133701 (541) 797-0954 info@sflands.com

S89°53'13"E
60.00'

CENTER 1/4



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Second Reading of Ordinance No. 2023-017 adopting the Deschutes County Transportation System Plan Update 2020-2040

RECOMMENDED MOTIONS:

1. Move approval of second reading of Ordinance No. 2023-017 by title only.
2. Move adoption of Ordinance No. 2023-017.

BACKGROUND AND POLICY IMPLICATIONS:

The Road Department, with the assistance of the Community Development Department, has prepared an update of the 2010-2030 Deschutes County Transportation System Plan (TSP). The new TSP will cover the years 2020-2040. The TSP focuses on County arterials and collectors as well as bicycles, pedestrians, transit, and other modes. Following a public hearing on November 29, 2023 and the conclusion of deliberations on February 14, 2024, the Board has voted to adopt the TSP with amendments.

The full record, including Exhibit D to the ordinance, is located on the project webpage: <https://www.deschutes.org/cd/page/transportation-system-plan-update-2020-2040-247-23-000507-pa-508-ta>

BUDGET IMPACTS:

The TSP document outlines cost estimates associated with various transportation improvement projects for the 2020-2040 planning period.

ATTENDANCE:

Tarik Rawlings, Senior Transportation Planner



MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Tarik Rawlings, Senior Transportation Planner

DATE: March 13, 2024

SUBJECT: Consideration of Second Reading of Ordinance 2023-017 – Deschutes County Transportation System Plan Update

The Board of County Commissioners (Board) will consider a second reading of Ordinance 2023-017 on March 20, 2024 related to the Deschutes County Transportation System Plan (TSP) Update covering the years 2020-2040. The second reading of the TSP follows the conclusion of Board deliberations on February 14, 2024, and the Board's first reading on March 6, 2024.

I. BACKGROUND

The County selected Kittelson & Associates Inc. (KAI) as the consultant for the 2020-2040 TSP. The County and KAI prepared the draft of the 2020-2040 TSP based on technical analysis, public comments, and internal staff review. During the plan development process, KAI and County staff from the Road Department and Planning Division have coordinated with Oregon Department of Transportation (ODOT) and staff from other local jurisdictions. KAI and County staff reviewed a proposal from the County Bicycle and Pedestrian Advisory Committee (BPAC) on future road improvements and connectors. Additionally, KAI and the County held an on-line presentation from April 27 to May 14, 2021, including an online public meeting on May 4, 2021, to solicit public comment. The on-line presentation included technical memos on plans and policy reviews, goals and objectives, and needs analyses of existing and future conditions.

The background materials were posted at the following link:

<https://kaiproject.com/websites/68/>

The full record including public and agency comments is included at the following project-specific website: <https://www.deschutescounty.gov/cd/page/transportation-system-plan-update-2020-2040-247-23-000507-pa-508-ta>

The Deschutes County Planning Commission (PC) held a public hearing¹ on August 10, 2023 and held deliberations on October 12, 2023². Ultimately, the PC issued a recommendation to the Board, including specific amendments. Following a public hearing on November 29, 2023³, the Board extended the open record period until December 6, 2023 at 4pm to collect any additional testimony. On December 20, 2023, staff engaged the Board in a pre-deliberation update where the Board was asked to identify the pertinent issue areas they would like presented through a decision matrix during future deliberations⁴. On January 10, 2024, the Board elected to reopen the record through Board Order 2024-003, allowing for additional materials in record until January 31, 2024, at 4pm⁵.

Acknowledging the full TSP record including approximately 360 written comments, the Board held initial deliberations on February 7, 2024⁶ and continued deliberations on February 14, 2024⁷. Ultimately, the Board voted to approve the TSP as amended through their deliberative process. The Board then held first reading of Ordinance 2023-017 on March 6, 2024⁸. The final version of the TSP document, reflecting the Board's amendments, is included as Exhibit D to Ordinance 2023-017.

II. SECOND READING

The Board is scheduled to conduct the second reading of Ordinance 2023-017 on March 20, 2024, fourteen (14) days following the first reading.

ATTACHMENTS:

Draft Ordinance 2023-017 and Exhibits

Exhibit A: Comprehensive Plan Section 23.01 (repeal)

Exhibit B: Comprehensive Plan Section 23.01 (adding)

Exhibit C: Comprehensive Plan Section 3.7

Exhibit D: Comprehensive Plan Appendix C – Transportation System Plan

Exhibit E: Comprehensive Plan Section 5.12, Legislative History

Exhibit F: TSP Findings

¹ <https://www.deschutes.org/bc-pc/page/planning-commission-38>

² <https://www.deschutes.org/bc-pc/page/planning-commission-41>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-139>

⁴ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-145>

⁵ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-146>

⁶ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-150>

⁷ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-154>

⁸ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-159>

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Repealing and Replacing the Deschutes County Comprehensive Plan's Transportation System Plan (TSP) *
*
ORDINANCE NO. 2023-017
*
*

WHEREAS, the Community Development Department planning staff initiated a Comprehensive Plan amendment in order to update the Transportation System Plan ("TSP") adopted by Ordinance 2012-005 on August 20, 2012; and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held before the Deschutes County Planning Commission beginning on August 10, 2023 to consider the draft County Transportation System Plan update; and

WHEREAS, on October 12, 2023, the Planning Commission forwarded to the Board of County Commissioners ("Board") a recommendation of approval to adopt changes to the Transportation System Plan component of the County's Comprehensive Plan; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on November 29, 2023 and concluded that the public will benefit from changes to the Transportation System Plan component of the County's Comprehensive Plan as amended during the Board's deliberations on February 14, 2024; and

WHEREAS, the Board finds it in the public interest to adopt the following Comprehensive Plan amendments; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ORDAINS as follows:

Section 1. REPEALING. Deschutes County Code 23.01(D), adopted by Ordinance 2012-005, is repealed to read as described in Exhibit "A", attached and incorporated by reference herein with repealed language set forth in ~~strikethrough~~.

Section 2. ADDING. Deschutes County Code 23.01(BK) is added as described in Exhibit "B", attached and incorporated by reference herein with new language underlined.

Section 3. AMENDING. Deschutes County Comprehensive Plan Section 3.7 is amended by to read as described in Exhibit "C" attached and incorporated by reference herein with new language underlined and deleted language set forth in ~~strikethrough~~.

Section 4. REPEALING. Deschutes County Comprehensive Plan Appendix C, Transportation System Plan, adopted by Ordinance 2012-005, is repealed.

Section 5. ADDING. Deschutes County Comprehensive Plan Appendix C, Transportation System Plan, is added as described in Exhibit “D”, attached and incorporated by reference herein.

Section 6. AMENDING. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit “E”, attached and incorporated by reference herein, with new language underlined.

Section 7. FINDINGS. The Board adopts as its findings Exhibit “F,” attached and incorporated by reference herein.

Section 8. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption or, if appealed, the date the ordinance is no longer subject to appeal.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2024.

Date of 2nd Reading: _____ day of _____, 2024.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Patti Adair	___	___	___	___
Anthony DeBone	___	___	___	___
Philip Chang	___	___	___	___

Effective date: _____ day of _____, 2024.

TITLE 23 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

- A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017] ~~The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-005, are incorporated by reference herein.~~
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.
- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein.
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/complan>)

HISTORY

Amended by Ord. [2011-027](#) §10 on 11/9/2011

Adopted by Ord. [2011-003](#) §2 on 11/9/2011

Amended by Ord. [2011-017](#) §5 on 11/30/2011

Amended by Ord. [2012-012](#) §1, 2, 3, 4 on 8/20/2012

Amended by Ord. [2012-005](#) §1 on 11/19/2012

Amended by Ord. [2013-002](#) §1 on 1/7/2013

Repealed by Ord. [2013-001](#) §1 on 1/7/2013

Amended by Ord. [2013-005](#) §1 on 1/23/2013

Amended by Ord. [2012-016](#) §1 on 3/4/2013

Amended by Ord. [2013-009](#) §1 on 5/8/2013

Exhibit A to Ordinance 2023-017 – Comprehensive Plan Section 23.01

Amended by Ord. [2013-012](#) §1 on 8/8/2013
 Amended by Ord. [2013-007](#) §1 on 8/28/2013
 Amended by Ord. [2014-005](#) §2 on 2/26/2014
 Amended by Ord. [2014-006](#) §2 on 3/15/2014
 Amended by Ord. [2014-012](#) §1 on 8/6/2014
 Amended by Ord. [2014-021](#) §1 on 11/26/2014
 Amended by Ord. [2015-029](#) §1 on 11/30/2015
 Amended by Ord. [2015-010](#) §1 on 12/21/2015
 Amended by Ord. [2015-021](#) §1 on 2/22/2016
 Amended by Ord. [2015-018](#) §1 on 3/28/2016
 Amended by Ord. [2016-001](#) §1 on 4/5/2016
 Amended by Ord. [2016-022](#) §1 on 9/28/2016
 Repealed & Reenacted by Ord. [2016-027](#) §1, 2 on 12/28/2016
 Amended by Ord. [2016-005](#) §1 on 2/27/2017
 Amended by Ord. [2016-029](#) §1 on 3/28/2017
 Amended by Ord. [2017-007](#) §1 on 11/1/2017
 Amended by Ord. [2018-002](#) §1 on 1/25/2018
 Amended by Ord. [2018-005](#) §2 on 10/10/2018
 Amended by Ord. [2018-008](#) §1 on 10/26/2018
 Amended by Ord. [2018-008](#) §1 on 10/26/2018
 Amended by Ord. [2018-008](#) §1 on 10/26/2018
 Amended by Ord. [2018-006](#) §1 on 11/20/2018
 Amended by Ord. [2018-011](#) §1 on 12/11/2018
 Amended by Ord. [2019-004](#) §1 on 3/14/2019
 Amended by Ord. [2019-003](#) §1 on 3/14/2019
 Amended by Ord. [2019-002](#) §1 on 4/2/2019
 Amended by Ord. [2019-001](#) §1 on 4/16/2019
 Amended by Ord. [2019-010](#) §1 on 5/8/2019
 Amended by Ord. [2019-011](#) §1 on 5/17/2019
 Amended by Ord. [2019-006](#) §1 on 6/11/2019
 Amended by Ord. [2019-019](#) §2 on 12/11/2019
 Amended by Ord. [2020-001](#) §26 on 4/21/2020
 Amended by Ord. [2020-003](#) §1 on 5/26/2020
 Amended by Ord. [2020-002](#) §1 on 5/26/2020
 Amended by Ord. [2020-008](#) §5 on 9/22/2020
 Amended by Ord. [2020-007](#) §1 on 10/27/2020
 Amended by Ord. [2020-006](#) §1 on 11/10/2020
 Amended by Ord. [2020-009](#) §4 on 11/17/2020
 Amended by Ord. [2020-013](#) §1 on 11/24/2020
 Amended by Ord. [2021-002](#) §3 on 4/27/2021
 Amended by Ord. [2021-005](#) §1 on 6/16/2021
 Amended by Ord. [2021-008](#) §1 on 6/30/2021
 Amended by Ord. [2022-001](#) §2 on 7/12/2022

Amended by Ord. [2022-003](#) §2 on 7/19/2022
Amended by Ord. [2022-006](#) §2 on 7/22/2022
Amended by Ord. 2022-010 §1 on 10/25/2022
Amended by Ord. 2023-001 §1 on 3/1/2023
Amended by Ord. 2022-013 §2 on 3/14/2023
Amended by Ord. 2023-007 §19 on 4/26/2023
Amended by Ord. 2023-010 §1 on 6/21/2023
Amended by Ord. 2023-018 §1 on 8/30/2023
Amended by Ord. 2023-015 §3 on 9/13/2023
Amended by Ord. 2023-025 §1 on 11/29/2023
Amended by Ord. 2024-001§1 on 01/31/2024

TITLE 23 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

- A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-005, are incorporated by reference herein.
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.
- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein.
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

HISTORY

Amended by Ord. [2011-027](#) §10 on 11/9/2011

Adopted by Ord. [2011-003](#) §2 on 11/9/2011

Amended by Ord. [2011-017](#) §5 on 11/30/2011

Amended by Ord. [2012-012](#) §1, 2, 3, 4 on 8/20/2012

Amended by Ord. [2012-005](#) §1 on 11/19/2012

Amended by Ord. [2013-002](#) §1 on 1/7/2013

Repealed by Ord. [2013-001](#) §1 on 1/7/2013

Exhibit B to Ordinance 2023-017 – Comprehensive Plan Section 23.01

Amended by Ord. [2013-005](#) §1 on 1/23/2013
 Amended by Ord. [2012-016](#) §1 on 3/4/2013
 Amended by Ord. [2013-009](#) §1 on 5/8/2013
 Amended by Ord. [2013-012](#) §1 on 8/8/2013
 Amended by Ord. [2013-007](#) §1 on 8/28/2013
 Amended by Ord. [2014-005](#) §2 on 2/26/2014
 Amended by Ord. [2014-006](#) §2 on 3/15/2014
 Amended by Ord. [2014-012](#) §1 on 8/6/2014
 Amended by Ord. [2014-021](#) §1 on 11/26/2014
 Amended by Ord. [2015-029](#) §1 on 11/30/2015
 Amended by Ord. [2015-010](#) §1 on 12/21/2015
 Amended by Ord. [2015-021](#) §1 on 2/22/2016
 Amended by Ord. [2015-018](#) §1 on 3/28/2016
 Amended by Ord. [2016-001](#) §1 on 4/5/2016
 Amended by Ord. [2016-022](#) §1 on 9/28/2016
 Repealed & Reenacted by Ord. [2016-027](#) §1, 2 on 12/28/2016
 Amended by Ord. [2016-005](#) §1 on 2/27/2017
 Amended by Ord. [2016-029](#) §1 on 3/28/2017
 Amended by Ord. [2017-007](#) §1 on 11/1/2017
 Amended by Ord. [2018-002](#) §1 on 1/25/2018
 Amended by Ord. [2018-005](#) §2 on 10/10/2018
 Amended by Ord. [2018-008](#) §1 on 10/26/2018
 Amended by Ord. [2018-008](#) §1 on 10/26/2018
 Amended by Ord. [2018-008](#) §1 on 10/26/2018
 Amended by Ord. [2018-006](#) §1 on 11/20/2018
 Amended by Ord. [2018-011](#) §1 on 12/11/2018
 Amended by Ord. [2019-004](#) §1 on 3/14/2019
 Amended by Ord. [2019-003](#) §1 on 3/14/2019
 Amended by Ord. [2019-002](#) §1 on 4/2/2019
 Amended by Ord. [2019-001](#) §1 on 4/16/2019
 Amended by Ord. [2019-010](#) §1 on 5/8/2019
 Amended by Ord. [2019-011](#) §1 on 5/17/2019
 Amended by Ord. [2019-006](#) §1 on 6/11/2019
 Amended by Ord. [2019-019](#) §2 on 12/11/2019
 Amended by Ord. [2020-001](#) §26 on 4/21/2020
 Amended by Ord. [2020-003](#) §1 on 5/26/2020
 Amended by Ord. [2020-002](#) §1 on 5/26/2020
 Amended by Ord. [2020-008](#) §5 on 9/22/2020
 Amended by Ord. [2020-007](#) §1 on 10/27/2020
 Amended by Ord. [2020-006](#) §1 on 11/10/2020
 Amended by Ord. [2020-009](#) §4 on 11/17/2020
 Amended by Ord. [2020-013](#) §1 on 11/24/2020
 Amended by Ord. [2021-002](#) §3 on 4/27/2021
 Amended by Ord. [2021-005](#) §1 on 6/16/2021

Amended by Ord. [2021-008](#) §1 on 6/30/2021
Amended by Ord. [2022-001](#) §2 on 7/12/2022
Amended by Ord. [2022-003](#) §2 on 7/19/2022
Amended by Ord. [2022-006](#) §2 on 7/22/2022
Amended by Ord. 2022-010 §1 on 10/25/2022
Amended by Ord. 2023-001 §1 on 3/1/2023
Amended by Ord. 2022-013 §2 on 3/14/2023
Amended by Ord. 2023-007 §19 on 4/26/2023
Amended by Ord. 2023-010 §1 on 6/21/2023
Amended by Ord. 2023-018 §1 on 8/30/2023
Amended by Ord. 2023-015 §3 on 9/13/2023
Amended by Ord. 2023-025 §1 on 11/29/2023
Amended by Ord. 2024-001§1 on 01/31/2024
Amended by Ord. 2023-017§2 on TBD

Section 3.7 Transportation

The Transportation System Plan was adopted in Ordinance ~~2012-005~~ 2023-017 and is hereby incorporated into this Plan as Appendix C. The Deschutes County Transportation System Plan Map will be retained in official replica form as an electronic map layer within the County Geographic Information System and is adopted as part of this Comprehensive Plan.

Section 5.12 Legislative History

Background

This section contains the legislative history of this Comprehensive Plan.

Table 5.12.1 Comprehensive Plan Ordinance History

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.
2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal II to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non-resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial
2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18/1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2018-006	8-22-18/11-20-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial
2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area I boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCD’s 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.
2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County’s Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevent Road from US 97.
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener’s Error in Ord. 2020-022
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-013	12-14-22/03-14-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2024-001	01-31-24/4-30-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area

Exhibit “E” to Ordinance 2023-017 – Comprehensive Plan Section 5.12

<u>2023-017</u>	<u>TBD/TBD</u>	<u>23.01(D) (repealed), 23.01(BK) (added), 3.7 (amended), Appendix C (replaced)</u>	<u>Updated Transportation System Plan</u>
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COMMUNITY DEVELOPMENT

STAFF FINDINGS

FILE NUMBER(S): 247-23-000507-PA/508-TA

**SUBJECT PROPERTY/
OWNER:** N/A

APPLICANT: Deschutes County Planning Division
c/o Tarik Rawlings, Senior Transportation Planner
P.O Box 6005
Bend, OR 97708

REQUEST: Replace the 2010-2030 Deschutes County Transportation System Plan with 2020-2040 Transportation System Plan and accompanying map, including updated traffic volumes, Goals and Policies, project list, and functional reclassifications.

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: Tarik.Rawlings@deschutes.org

RECORD: Record items can be viewed and downloaded from:
www.buildingpermits.oregon.gov

Record items can be viewed and downloaded from:
<https://www.deschutes.org/cd/page/transportation-system-plan-update-2020-2040-247-23-000507-pa-508-ta>

I. APPLICABLE CRITERIA

Deschutes County Code (DCC)
Title 22, Deschutes County Development Procedures Ordinance
Chapter 22.012, Legislative Procedures

Oregon Administrative Rule (OAR)
OAR 660-015, Statewide Planning Goals and Guidelines
OAR 660-012, Transportation Planning

Deschutes County Comprehensive Plan – Title 23
 Chapter 1, Comprehensive Planning
 Chapter 3, Rural Growth Management

II. **BASIC FINDINGS**

PROPOSAL

This is a legislative plan and text amendment to the Deschutes County Comprehensive Plan to remove the 2010-2030 Transportation System Plan (TSP) and replace it with the 2020-2040 TSP. The TSP is Section 3.7 within the Deschutes County Comprehensive Plan. The TSP contains goals and objectives to ensure the safe, efficient, and economical operation of the County's transportation system. The 2020-2040 TSP includes several new goals and policies; updates information for population and traffic volumes; assesses system deficiencies and prioritizes future road projects and/or policies to mitigate those deficiencies; and makes several functional reclassifications of County roads.

BACKGROUND

In 2010, County staff prepared a 2010-2030 TSP, which removed and replaced the 1996-2016 TSP. The 2010 plan is now halfway through its lifespan and the County has seen a large increase both in population and traffic volumes on County roads and State highways. The process began in 2020 to update the TSP. The previous TSPs were done in-house, but this version was done by a consultant based on Planning Division staffing levels and workloads. The Road Department funded the project. The update was done concurrently with a State Transportation and Growth Management (TGM) grant to update of the bike, pedestrian, and transit components of the Tumalo Community Plan (TCP) and look at rural trails in the area known as Sisters Country, i.e. the attendance boundary of the Sisters School District.

REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative plan and text amendment. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and the County's Comprehensive Plan.

III. **FINDINGS & CONCLUSIONS**

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

FINDING: This criterion will be met because a public hearing will be held before the Deschutes County Planning Commission on August 10, 2023, and a future public hearing will be held before the Board of County Commissioners.

Section 22.12.020, Notice

Notice

A. Published Notice

- 1. Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.***
- 2. The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.***

FINDING: This criterion is met as notice was published in the Bend Bulletin newspaper on July 20th, 2023 for the Planning Commission public hearing and additional published notice will be sent for the Board of County Commissioners' public hearing.

- B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.***

FINDING: Posted notice was determined by the Planning Director not to be necessary.

- C. Individual notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.***

FINDING: Given the proposed legislative amendments do not apply to any specific property, no individual notices were sent.

- D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.***

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion is met.

Section 22.12.030 Initiation of Legislative Changes.

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of County Commissioners.

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board of County Commissioners and has received a fee waiver. This criterion is met.

Section 22.12.040. Hearings Body

- A. *The following shall serve as hearings or review body for legislative changes in this order:***
- 1. *The Planning Commission.***
 - 2. *The Board of County Commissioners.***
- B. *Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

FINDING: The Deschutes County Planning Commission held the initial public hearing on August 10, 2023. The Board will hold a public hearing on a future date to be determined. These criteria are or will be met.

Section 22.12.050 Final Decision***All legislative changes shall be adopted by ordinance***

FINDING: The proposed legislative changes will be implemented by ordinance, number to be determined, upon approval and adoption by the Board of County Commissioners. This criterion will be met.

OAR 660-015, Statewide Planning Goals and GuidelinesGoal 1: Citizen Involvement:

FINDING: Deschutes County involved the public via a web site and online meetings, held two advisory committee meetings, targeted outreach to with community and social service organizations, and held work sessions with both the Planning Commission (PC) and the Board of County Commissioners (BOCC). The latter were open to the public both in person as well as broadcast online. The TSP Project Committee also worked closely with the citizen volunteers of the County's Bicycle and Pedestrian Advisory Committee (BPAC). The 2020-2040 TSP is therefore consistent with Goal 1.

Goal 2: Land Use Planning:

FINDING: The TSP 2020-2040 does not change any Comprehensive Plan designations or zoning designations for lands the County administers under DCC Titles 18 (County Zoning), 19 (Bend Urban Growth Boundary Zoning), 20 (Redmond Urban Area), and 21 (Sisters Urban Area). The update is the subject of land use file, 247-23-000507-PA/508-TA, and will be processed under the County's procedures for a legislative amendment. The County on July 6, 2023, provided the required 35-day prior notice to the Department of Land Conservation and Development (DLCD) before the first evidentiary hearing. The 2020-2040 TSP is therefore consistent with Goal 2.

Goal 3: Agricultural Lands:

247-23-000507-PA/508-TA
(Transportation System Plan, 2020-2040)

FINDING: 2020-2040 TSP does not change any Comprehensive Plan Agriculture designations nor change any lands zoned Exclusive Farm Use (EFU). Future roadway projects are listed and prioritized in Tables 5-1 (Intersection Changes and Associated Cost Estimates), 5-2 (Roadway Changes and Associated Cost Estimates), and 5-4 (ODOT Intersections Changes and Associated Costs). The projects are shown on Figures 5-1 (County Intersection Projects), 5-2 (County Roadway Projects), and 5-4 (State Facility Projects). The only project shown on EFU lands is CC-17 to extend SW 19th Street to U.S. 97 in the vicinity of Quarry Road. The table notes this an illustrative project and staff notes an Exception to Statewide Planning Goal 3 (Agriculture) would likely be required prior to implementation. The priority of the project remains undetermined. The 2020-2040 TSP is consistent with Goal 3.

Goal 4: Forest Lands:

FINDING: The 2020-2040 TSP does not change any Comprehensive Plan Forest designations nor change any lands zoned F1 (Forest) or F2 (Forest). Future roadway projects are listed and prioritized in Table 5-1 (Intersection Changes and Associated Cost Estimates), 5-2 (Roadway Changes and Associated Cost Estimates) and shown on Figures 5-1 (County Intersection Projects), 5-2 (County Roadway Projects). County projects in F1 and F2 lands appear to be within existing rights of way. The Oregon Department of Transportation (ODOT) projects are listed in Table 5-4 (ODOT Intersections Changes and Associated Cost Estimates) and shown on Figure 5-4 (State Facility Projects.) The only project that may be on Forest lands is S-6 (Deschutes River Woods South Interchange Project). At this scale it is hard to discern if this low-priority project is located on Deschutes National Forest (DNF) land or not. If on DNF land, then no Exception to Statewide Planning Goal 4 (Forest) is required. If not on federal land, then a Goal 4 Exception would be required prior to implementation. The 2020-2040 TSP is consistent with Goal 4.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources:

FINDING: No roadway projects are proposed that would adversely affect Goal 5 resources. Additionally, Goal 6: Sustainability and the Environment calls for balancing transportation needs with protecting the natural environment. Policy 6.4 states specifically to “Preserve listed Goal 5 resources within the County.” Therefore the 2020-2040 TSP is consistent with Goal 5.

Goal 6: Air, Water and Land Resources Quality:

FINDING: Goal 6 and its policies all pertain to protecting the quality of air, water, and land resources. Specifically, Policy 6.3 calls for compliance with applicable state and federal noise, air, water, and land quality regulations. Through the inclusion of policies to provide for alternate modes, the TSP will also ensure the quality of air, water, and land resources. Therefore the 2020-2040 TSP is consistent with Goal 6.

Goal 7: Areas Subject to Natural Disasters and Hazards:

FINDING: The Comprehensive Plan in Section 3.5 lists the following natural hazards endemic to Deschutes County: wildfire, snowstorms, flooding, and volcanic eruptions and earthquakes. The Road Department maintains a signed system of evacuation routes from isolated rural subdivisions in case of a natural disaster. Sustainability and Environment Policy 6.6 specifies prioritizing “...transportation investments that support system resilience to seismic events, extreme weather events, and other natural hazards.” ODOT plows State highways and has Variable Message Signs

(VMS) posted on selected roads to provide information about road conditions. The TSP does not change any existing building codes regarding fire, snow loads or structural resistance to earthquakes. Therefore, the 2020-2040 TSP is consistent with Goal 7.

Goal 8: Recreational Needs:

FINDING: The 2020-2040 TSP has numerous policies to benefit recreation. Besides having a well-functioning road system that leads to/from recreational areas, the TSP also includes policies for those who recreate by bicycle along those roadways. Specific examples include Safety Policy 2.4 to continue the partnership with BPAC to inform investment decisions for those biking and walking and Safety Policy 2.7 to prioritize investment in key locations where bicyclists or pedestrians cross major County roads or State highways. Mobility and Connectivity Policy 3.13 calls for continued coordination with U.S. Forest Service (USFS) and Bureau of Land Management (BLM) "...to maintain the County's system of forest highways to continue to provide key access to recreational areas such as campsites, lakes, hiking, and biking trails in the County." Economic Development Policy 4.4 calls for "incorporating facilities for people walking or riding bikes to key recreational area as part of changes to the roadway system." Economic Development Policy 4.5 states "Support bicycle tourism by prioritizing and improved designated County bike routes." Equity and Accessibility Policy 5.8 states "Support efforts of local agencies to develop and maintain a trail system along the Deschutes River within Tumalo and along major irrigation canals." Finally, Strategic Investments Policy 7.1 states "Continue to pursue and implement Federal Lands Access Program (FLAP) funding to prioritize County investments to support tourism and access to key recreational sites." Table 5-7 (Bicycle Recreation Connections) also meets this goal. Therefore, the 2020-2040 TSP is consistent with Goal 8.

Goal 9: Economic Development:

FINDING: A functioning well-managed transportation network with sufficient capacity to move goods and services is a foundation of economic development. The 2020-2040 TSP has identified deficiencies in the County network and mitigations to address those deficiencies via its list of prioritized projects for County roads and State Highways, both segments and intersections. Goal 4 Economic Development states "Plan a transportation system that supports the existing industry and encourages economic development in the County." Economic Development Policies 4.1 and 4.2 support a well-maintained system of arterials and collectors for land use development and employment. Economic Development Policies 4.5 and 4.6 stress improvements to support the freight system and access to U.S. 97, U.S. 20, and OR 126, which ODOT designates as Freight Routes. Therefore, the 2020-2040 TSP is consistent with Goal 9.

Goal 10: Housing:

FINDING: The 2020-2040 TSP does not change any of the County's Comprehensive Plan designations or zoning codes related to residential uses. Therefore the 2020-2040 TSP is consistent with Goal 10. If Goal 10 is interpreted to require a mix of housing types, then it is inapplicable as a TSP only relates to various transportation modes as defined by OAR 660-012-0020 that serve existing land use designations.

Goal 11: Public Facilities and Services:

FINDING: The development of the TSP itself and the resulting list of prioritized road projects at Tables 5-1 (Intersection Changes and Associated Cost Estimates), 5-2 (Roadway Changes and Associated Costs), 5-4 (ODOT Intersections Changes and Associated Cost Estimates) 5-5 (Pedestrian Facilities and Associated Cost Estimates), 5-6 (Bicycle Route Community Connections) ensure adequate public facilities and services. These listed prioritized improvements will result in a timely, orderly, and efficient development of public roads and highways. The 2020-2040 TSP is consistent with Goal 11.

Goal 12: Transportation:

FINDING: The development of the TSP itself meets the goal. The TSP as cited in Goal 11 results in the timely, orderly, and efficient development of public roads and highways as well as accommodations for all modes. The TSP is based on a combination of planning requirements (Chapter 1). Goals and policies then set the 20-year vision for the transportation system, which includes all modes, not just motorized vehicles (Chapter 2). The TSP analyzes deficiencies and needs while developing a list of plan improvements and programs (Chapter 3). The recommended projects for a multimodal system are summarized and explained (Chapter 4). The proposed prioritized projects are listed along with cost estimates and mapped (Chapter 5). The financial assumptions and forecasts for funding the improvement are then detailed (Chapter 6.) The tables and figures for the various road projects are summarized above in the findings for Goals 3, 4, and 11. Amendments to the functional classifications for selected roads are provided in Table 5-3 (Changes to the Functional Classification Designations). The 2020-2040 TSP is consistent with Goal 12.

Goal 13: Energy Conservation:

FINDING: The 2020-2040 TSP proposes physical improvements to accommodate bicyclists and pedestrians as well as policies to promote the development and use of alternate modes such as bicycling, walking, and transit. The various roadway projects will ensure roads and highways are not congested as vehicles in stop and go traffic consume more fuel and emit more emissions than vehicles in free-flow conditions. The 2020-2040 TSP is consistent with Goal 13.

Goal 14: Urbanization:

FINDING: The TSP update was prepared with input from cities within the County to ensure consistency with the respective TSPs regarding functional classification, future improvements, and transportation policies. The meshing of the County and urban TSPs ensures an orderly and efficient transition from rural to urban. The County TSP, by definition applies only to lands outside of UGBs, however, the TSP contains policies to provide continuing consistency between the County's and the cities' transportation facilities. Specifically, Goal 1, Coordination and Collaboration states the TSP promotes a plan that is consistent and coordinated with "...the cities and incorporated communities within the County." Coordination and Collaboration Policies 1.1-1.18 also stress consistency with city and County transportation plans and projects. Specifically, Policy 1.3 states "Coordinate regional project development and implementation with the cities of Bend, Redmond, Sisters, and La Pine." Policy 1.6 states "Maintain an intergovernmental agreement with each of the cities to provide specific timelines and milestones for the transfer of County roadways with the urban growth boundaries at the time of annexation, including full width of right of way." The 2020-2040 TSP is consistent with Goal 14.

Goals 15 through 19

FINDINGS: Goals 15 through 19 are not applicable to the proposed plan and text amendments because the County does not contain these types of lands.

OAR 660-012, Transportation Planning

FINDING: The document was prepared in accordance with the requirements of OAR 660-012, including but not limited to the modal elements of a TSP, land use assumptions, needs analysis, traffic projections, selection of alternatives, financing aspects, and public outreach. The 2020-2040 TSP is consistent with OAR 660-012.

Deschutes County Comprehensive Plan

FINDING: The relevant portions of the Comprehensive Plan are Chapter 1 (Comprehensive Planning), which sets the goals and policies of how the County will involve the community and conduct land use planning. These are specified in Section 1.2 (Community Involvement) and Section 1.3 (Land Use Planning). The Comprehensive Plan at Chapter 3 (Rural Growth Management) and the applicable element is Section 3.7 (Transportation).

Section 1.2 sets a goal for an open and active community involvement program that engages the public during development of land use policies and codes. Policy 1.2.2 designates the Planning Commission as the Committee for Community Involvement. Policies 1.2.3 and 1.2.4 detail procedures for public outreach and avenues of outreach. As described above, the County complied with DCC 22.12 for a legislative amendment, including notice to the public, DLCD, and relevant agencies. Both the Planning Commission and Board will conduct separate public hearings and objectively evaluate the facts. Additionally, staff conducted extensive public outreach via email, online open houses, website, and work sessions with the PC and the Board, which were open to the public and broadcast online.

Section 1.3 sets a goal of an open and public land use process to reach fact-based decisions. For the development of the TSP, the County has done public outreach using traditional methods (face-to-face meetings, work sessions with the PC and the Board) and newer methods (website, online public meetings, electronic records, video meetings, etc.)

Section 3.7 is the Transportation System Plan itself and is incorporated into the Comprehensive Plan as Appendix C.

Based on the above, the 2020-2040 TCP is consistent with the Deschutes County Comprehensive Plan.

V. CONCLUSION

The proposed 2020-2040 TSP complies with all relevant Deschutes County and OAR requirements.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Veteran Peer Support Specialist Program grant from the Oregon Health Authority

RECOMMENDED MOTION:

Move approval of Board signature on Document No. 2024-190 accepting a Veteran Behavioral Health Peer Support Specialist Program grant from the Oregon Health Authority.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services (DCHS) is seeking approval to accept a \$232,500 Oregon Health Authority (OHA) Veteran Behavioral Health Peer Support Specialist Program grant.

The purpose of this program is to expand the availability of peer-delivered services to veterans with behavioral health needs to improve their health and well-being. The Veteran Behavioral Health Peer Support Specialist (VBHPSS) position funded by this program will be part of the Adult Outpatient team and will provide outreach and engagement services to veterans who are difficult to engage and high-risk. The position will collaborate with the Adult Outpatient Team clinicians, North County and South County Hub clinicians, psychiatrists and case managers to wrap services around up to 20 eligible veterans per year.

Duties of the VBHPSS include the following:

- Working closely with veterans and their care teams to support the client in self-identifying strengths, needs, and goals, while also addressing barriers to behavioral health recovery and wellness.
- Striving to improve the behavioral health of veterans and addressing social determinants of health impacting veterans and military personnel in their communities by navigating, as requested by the client, the VHA, state systems, local municipal systems, and/or local community resources.
- Linking veterans to appropriate resources, assisting them in overcoming barriers to availability and accessibility of services, and supporting them in developing and strengthening community connections and natural supports through—but not limited to—the peer relationship.

- Providing a suite of regularly delivered peer support services and taking part in care teams.

DCHS intends to use the \$232,500 funding to support the following for the 17-month term:

- \$199,364 for personnel: a 1.0 FTE VBHPSS, a 0.15 FTE Behavioral Health Supervisor, and a VBHPSS supervisory stipend (all positions are currently filled);
- \$1,000 for training;
- \$1,000 for travel;
- \$10,000 for social determinants of health; and
- \$21,136 for indirect costs associated with the program.

BUDGET IMPACTS:

\$232,500 revenue through August 31, 2025. A five-year fiscal analysis is attached.

ATTENDANCE:

Kristin Mozzocchi, Manger, Behavioral Health Program



Agreement Number 182412

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Deschutes County
2577 NE Courtney Drive
Bend, OR 97701
Attention: Kristin Mozzochi
Telephone: 541-401-8296
Kristin.mozzochi@deschutes.org**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to OHA’s

**Health Systems Division
500 Summer St., NE E86
Salem, OR 97301-1118
Contract Administrator: Emily E. Watson or delegate
Telephone: 503.510.9660
E-mail address: Emily.E.Watson@dhsaha.state.or.us**

1. Effective Date and Duration. This Agreement shall become effective on the later of: (I) the last date all required signatures in Section 6., below have been obtained, or (II) **February 1, 2024** provided it is (i) signed by all parties on or before such date, and (ii) when required, approved in writing by the Oregon Department of Justice on or before such date, and (iii) when required, approved in writing by the Oregon Department of Administrative Services. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **August 31, 2025**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by County that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$232,500**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

4. Contractor or Subrecipient Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.958**

5. County Information and Certification.

a. County Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Deschutes County Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: kristin.mozzochi@deschutes.org; cc: grace.evans@deschutes.org

Telephone: (541) 322-7500 Fax: (541) 322-7565

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Program of self-insurance

Policy #: N/A Expiration Date: N/A

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, County hereby certifies under penalty of perjury that:

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
- (2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" 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>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County shall provide OHA with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS.

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Deschutes County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Oregon Department of Justice

Date

EXHIBIT A
Part 1
Statement of Work

1. Definitions

For the purposes of this Contract, capitalized words are defined as follows:

- a. Armed Forces** means Army, Marine Corps, Navy, Air Force, Space Force, and Coast Guard, including Reserve Components
- b. Behavioral Health** means mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, problem gambling and gambling disorders, and mental health challenges and diagnoses as well as serious psychological distress, trauma responses, and suicidal feelings or attempts.
- c. Care Coordination** means deliberate organizing of patient care activities and sharing information among all participants concerned with a patient's care to facilitate appropriate delivery of effective integrated health care services.
- d. Consumer** means the individual engaging in services with the VBHPSS.
- e. Culturally Competent Services** means services that:
 - (1) Are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse consumer/client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their providers; and
 - (2) Do not make assumptions on the basis of an individual's actual or perceived abilities, disabilities, or traits, whether inherent, genetic or developmental, including: race, color, spiritual beliefs, creed, age, tribal affiliation, national origin, immigration/refugee status, marital status, socio-economic status, veteran's status, sexual orientation, gender identity, gender expression, gender transition status, level of formal education, physical or mental disability, medical condition or any consideration recognized under federal, state, and local law.
- f. Health Equity** means a system where all people can reach their full potential and well-being and are not disadvantaged by their race, ethnicity, language, disability, age, gender, gender identity, sexual orientation, social class, intersections among these communities or identities, or other socially determined circumstances.
- g. Key Person or Key Personnel** means the person or persons on Contractor's staff to be assigned to perform the Work under the Contract.
- h. Peer Delivered Services (PDS)** means community-based, non-clinical services and supports provided by peers and PSSs to individuals or family members with similar lived experience. These services are intended to support individuals and families to work toward self-identified goals and to live successfully in the community.
- i. Peer Supervision** means a certified Peer Support Specialist (PSS) or Peer

Wellness Specialist with at least one year experience as a PSS or PWS in behavioral health treatment services, as defined in OAR 309-018-0125 (7)

- j. Peer Support Specialist (PSS)** means an individual providing services to another individual who shares a similar life experience with the Peer Support Specialist (addiction to addiction (including problem gambling) to mental health condition, family member of an individual with a mental health condition to family member of an individual with a mental health condition) as defined in OAR 950-060-0010 (13).
- k. Peer Wellness Specialist (PWS)** means an individual who supports another individual in identifying Behavioral Health service and support needs through community outreach; assisting individuals with access to available services and resources; addressing barriers to services and providing education and information about available resources and Behavioral Health issues in order to reduce stigma and discrimination toward consumers of Behavioral Health services; and to provide direct services to assist individuals in creating and maintaining recovery, health, and wellness as defined in ORS 414.025 (21)
- l. Service Members, Veterans and their Families (SMVF)** mean people who may or may not identify as Veterans but frequently contribute, or are impacted by, the Behavioral Health of a Veteran in their household, and/or immediate, extended, or chosen family.
- m. Social Determinants of Health (SDOH)** means the five key areas which affect overall health and quality of life: economic stability, education access and quality, health care access and quality, neighborhood and built environment, social and community context
- n. Traditional Health Worker (THW)** means a community health worker, Peer Wellness Specialist, personal health navigator, PSS, or birth doula not otherwise regulated or certified by the State of Oregon as defined in ORS 414.665 and OAR 950-060-0010 (2).
- o. Veteran** means an individual who has served in the Armed Forces and/or the VA has determined to be a personal qualified for VA benefits
- p. Veterans Affairs (VA)** means the United States Department of Veteran Affairs
- q. Veteran Behavioral Health Peer Support Specialist (VBHPSS)** means the Veteran Behavioral Health Peer Support Specialist associated with this RFP. A VBHPSS:
 - (1) Has lived experience as a consumer of Behavioral Health services;
 - (2) Has lived experience serving in the Armed Forces
 - (3) Possess or can show documentation of being in the process of obtaining, a current certification as a THW as either a PSS or PWS and have completed a 40 hour best-practice training program approved by Oregon Health Authority.

2. Services to be Provided shall include:

Description of services to be provided.

- a.** Identify potential Veterans and ensure a minimum of 20 Veterans will participate in PDS support through regular engagement with the VBHPSS, defined as at least one encounter a month, over a period of six months, on average.
- b.** VBHPSS shall
 - (1) Work closely with Veterans and their care teams to support the Veteran Consumer in self-identifying strengths, needs, goals, while also addressing barriers to Behavioral Health recovery and wellness;
 - (2) Strive to improve the Behavioral Health of Veterans and address Social Determinants of Health impacting Veterans and military personnel in their communities by navigating, as requested by the Consumer, the VHA, state systems, local municipal systems, or local community resources;
 - (3) Link Veterans to appropriate resources, assist Veterans in overcoming barriers to availability and accessibility of services, and support Veterans in developing and strengthening community connections and natural supports through, but not limited to, the peer relationship; and
 - (4) Provide the suite of regularly delivered peer support services and take part in care teams.
- c.** Together, Key Personnel and VBHPSS will work to meet the Veteran Consumer's self-identified needs through one or more of the following actions, such as:
 - (1) Participation on Assertive Community (ACT) or other care teams serving Veterans.¹
 - (2) Development and application of self-advocacy skills to support Veteran.
 - (3) Use of a strength-based approach to support Consumer, with goal setting and development of recovery plans to support living a healthy and goal-directed life.
 - (4) Support Veteran with resource navigation, including help to identify and access support such as Oregon Health Plan (OHP), Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDAI), local Veteran Service Officers (VSOs), vocational programs, and food assistance (based on eligibility)
 - (5) Support Veteran with systems navigation, including help to navigate the VA/VHA state systems, local municipal systems, and local community resources.
 - (6) Providing emotional support and encouragement to "walk alongside" Consumer as they navigate recovery.
 - (7) Model recovery, wellness, and collaborative relationships for Veteran,

¹ ACT is defined in OAR 309-019-0105 (17)
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OHA IGA County

their service providers, and other community partners.

- (8) Assist Veteran during interactions with the criminal justice system and connect Veteran with nearest VJO specialist as needed
- (9) Engage as appropriate with local VSOs;
- (10) Assist in identifying and accessing local housing when needed, including Housing and Urban development – Veterans administration Supportive Housing (HUD-VASH), or SSVF Housing Services (based on eligibility);
- (11) Help ensure, as appropriate, timely access to VHA, community Behavioral Health, OHP services, or other appropriate health services (based on eligibility); and
- (12) Assist in identifying and accessing supports for Behavioral Health challenges, including problem gambling.
- (13) Contractor shall provide each participant regularly engaging with the VBHPSS, the option to complete a satisfaction survey provided by OHA within the prescribed timeframe. Regular engagement is defined as at least once per month over a period of six months.

d. Contractor shall

- (1) Participate in kick-off, close-out and/or quarterly technical assistance sessions hosted by Agency;
- (2) Provide each participant regularly engaging with the VBHPSS, the option to complete a satisfaction survey provided by Agency within the prescribed timeframe. Regular engagement is defined as at least once per month, over a period of six months, on average;
- (3) Meet all reporting requirements as established in resultant Contract;
- (4) Provide all personal care services as described in this scope, including Trauma Informed Services, culturally and linguistically appropriate care;
- (5) Communicate any changes in Key Personnel to OHA at time of occurrence and ensure training requirements are met by any new Key Personnel within three months of start date;
- (6) Ensure VBHPSS has clinical and Peer supervision available throughout duration of the Contract.
- (7) Respond to the identified and expressed concerns of the VBHPSS which may be impacting the recovery of wellness of the VBHPSS while engaging in their work;
- (8) Identify, respond to, and document funds expended to support Veteran identified SDOH. Data elements as requested in the reporting template, Attachment TBD at intervals and in a manner prescribed by Agency;
- (9) Documentation showing all Key Personnel, including VBHPSS, have received training in military culture and suicide prevention or

postvention within three months of program start or hire date;

(10) Provide budget expenditures detailing funds used to support SDOH.

3. Deliverables/Quantities.

- a. Contractor shall identify potential Veterans and ensure at least 20 Veterans will participate in Peer Delivered Services (PDS) support with the VBHPSS. Regular engagement, defined as at least once per month over a period of six months (on average)
- b. Attendance at kick off, close out and quarterly meetings.
- c. Contractor shall offer REALD and collect any completed or partially completed forms, to be submitted at regular reporting periods.
- d. Contractor shall offer satisfaction survey and collect any completed or partially completed forms, to be submitted at regular reporting periods.
- e. Contractor shall collect and provide the following information to Oregon Health Authority:
 - (1) Data elements as requested in the reporting template provided by Oregon Health Authority, at intervals and in a manner prescribed by Agency.
 - (2) SDOH needs and budget expenditures utilizing SDOH funds.
 - (3) Documentation showing appropriate and current credentials of VBHPSS
 - (4) Documentation showing all Key Personal have successfully completed training in military culture and suicide prevention training within three months of program start date; and
 - (5) Documentation showing contract, Memorandum of Understanding (MOU), Letter of Agreement (LOA) or other documentation approved by Contract Administrator reflecting agreement for peer or clinical supervision to be provided by contracted individual.
 - (6) Contractor shall submit timely invoices in accordance with Payment and Financial Reporting listed in Exhibit A, Part 2.
 - (7) Contractor shall provide all personal care services as described in this Statement of Work in a trauma informed, culturally and linguistically appropriate manner in agreement with Oregon Administrative Rule 309-022-0100 (105).

4. Delivery Schedule.

- a. Unless having received written approval from the Contract Administrator or through Contract amendment, Contractor shall deliver all services in Statement of Work by August 31, 2025.
- b. All program activities must proceed consistent with Oregon Governor's Executive Orders specific to, but not limited to COVID-19
- c. Contractor shall adhere to the following reporting schedule unless otherwise requested by Contractor and approved by OHA Contract Administrator.

Anticipated reporting timeline and required items

Report Number	Reporting Period	Required Items
1	Feb 2024 – Jul 2024	Reporting Template Satisfaction Surveys REALD SDOH Expenditures
2	Aug 2024 – Jan 2024	Reporting Template Satisfaction Surveys REALD SDOH Expenditures
3	Feb 2025 – Jul 2025	Reporting Template Satisfaction Surveys REALD SDOH Expenditures
4	Aug 2025	Final addendum document SDOH Expenditures

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Budget

- a. Contractor expenditures must align with line-items in the Price Proposal submitted in response to RFP 5822. Any budget modifications must be approved in writing by Contract Administrator.

Expenses	Costs
Personnel	\$199,354
Training	\$1,000
SDOH Supplies	\$10,000
Travel	\$1,000
<i>Subtotal</i>	<i>\$211,365</i>
Indirect (10%)	\$21,136
<i>TOTAL</i>	<i>\$232,500</i>

2. Payment Provisions.

- a. As consideration for the services provided by Contractor during the period specified in Section 1., **Effective Date and Duration**, of this Contract, OHA will pay to Contractor, a maximum not-to-exceed amount as specified in Section 3., **Consideration** of this Contract, to be paid as follows:

Fiscal Year	Invoice Number & Approximate Due Date	Amount	Requirements
FY 2024 Ending 6/30/24	Invoice #1 due to OHA April 25, 2024	\$46,000	Invoice will cover work completed from contract start date through 3/31/24. Reporting and contract deliverables met
FY 2025 Ending 6/30/25	Invoice #2 due to OHA July 25, 2024	\$46,000	Invoice will cover work completed from 4/1/24 – 6/30/24. Reporting and contract deliverables met
	Invoice #3 due to OHA January 25, 2025	\$46,000	Invoice will cover work completed from 7/1/24 – 12/31/24. Reporting and contract deliverables met
	Invoice #4 due to April 25, 2025	\$46,000	Invoice will cover work completed from 1/1/25 – 3/31/25. Reporting and contract deliverables met
FY 2025 Ending 6/30/26	Invoice #5 due to July 25, 2025	\$46,000	Invoice will cover work completed from 4/1/25 – 6/30/25. Reporting and contract deliverables met
	Final invoice due to OHA first week of September	\$2,500	Invoice will cover work completed from 7/1/25 – 8/31/25. Reporting and contract deliverables met

Any changes to budget from line-items in the Price Proposal submitted in response to RFP 5822, must be approved by Contract Administrator in writing

b. County Invoice.

Contractor shall send all invoices to OHA's Contract Administrator at the address specified on page 1 and to HSD.Contracts@odhsoha.oregon.gov

Contractor's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

3. Travel and Other Expenses. OHA will not reimburse County for any travel or other expenses under this Agreement.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the client's guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 4 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFP #5822 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22., “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743);
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520).
- b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.
- d. If known, the abuse report must contain the following:
 - (1) The name and address of the abused person and any people responsible for that person’s care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

1. **Background Checks.** Contractor shall verify that each of Contractor's employees, volunteers, and subcontractors, as a condition of working with Agency-referred clients or having access to Agency clients, client information, or client funds, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of each such person. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that relates to functions the person may perform for Contractor or places the person in a position to gain access to a client or a client's personal information so as to place the person in a position to cause harm to a client. For example, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Contract or has access to client finances or financial information. Anyone convicted of any of the aforementioned crimes or who is listed as a sex offender shall not be allowed to work with clients referred by Agency under this Contract.
 - a. Contractor shall establish verification by:
 - (1) Having Contractor's employee, volunteer, or subcontractor, apply for and receive a fingerprint-based national criminal records check from a local Oregon State Police (OSP) office, which will be shared with Contractor; OR
 - (2) Utilizing a fingerprint-based background check approval, provided within the last two years, by a federal or State of Oregon agency to demonstrate the Contractor's employee, volunteer, or subcontractor's fitness to provide services under this Contract; OR
 - (3) Utilizing a third-party vendor accredited by the Professional Background Screeners Association (PBSA). The third-party vendor must provide a national criminal records check that includes review of criminal history from each state the individual has lived, studied or worked in and the National Sex Offender Public Website (NSOPW).
 - b. The following requirements apply to all background checks performed regardless of method (Section a.(1)-(3) above) used:
 - (1) Background checks must be completed prior to performing services under this Contract, upon a promotion or a significant change in work duties, or if there is a reasonable basis to believe a new background check may be needed. Examples include, but are not limited to:
 - (a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor;
 - (b) A lapse in working or volunteering in a position under the direction and control of Contractor, but the individual is still considered in the position. For example, an extended period of leave by the individual due to sabbatical or military deployment.
 - (c) Discovery of incorrect processes or insufficient documentation for a previously conducted background check.

- (d) Federal or state regulations require a new background check.
 - (e) Contractor determines the need for a background check.
 - (2) Background checks must be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days. For example, an individual is laid off or quits due to the school year starting but returns to working or volunteering for the employer the following semester or summer.
 - (3) Existing employees, volunteers, and subcontractors are not required to have a new background check conducted at the time of Contract extension by amendment, unless required by Section b.(1) above.
 - (4) Contractor shall require each of its employees, volunteers, and subcontractors receiving background checks to report to Contractor any and all new arrests, convictions, or investigations for any child protective service or adult protective service case within five business days after the new arrest, conviction or investigation took place.
 - (a) Within five days of such notification, Contractor is required to report to Agency the employee, volunteer, or subcontractor's new history.
 - (b) Agency may request a new background check to reevaluate the ongoing fitness of the employee, volunteer, or subcontractor.
 - (5) Contractor shall ensure all background checks and documentation are placed in the employee, volunteer, or subcontractor's personnel file.
- c. If the position of the Contractor's employee or subcontractor is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the background check must also include review of the General Service Administration (GSA) System for Award Management (SAM), and the Social Security Administration (SSA) Death Masterfile. Any employee or subcontractor of Contractor found excluded on SAM or listed on the SSA Death Masterfile shall not be permitted to work with Agency clients or have access to Agency clients, client information, or client funds.
- d. Contractor shall determine after receiving the criminal records and NSOPW check, whether its employee, volunteer, or subcontractor has any of the convictions listed above or sex offender status, and whether these potentially disqualifying conditions pose a risk to working safely with Agency clients. If Contractor notes a conviction from any of the above listed crimes on the employee, volunteer, or subcontractor's record, and Contractor chooses to hire the employee or allow the volunteer or subcontractor to perform services under this Contract, Contractor shall confirm with Agency in writing, the reasons for allowing the individual to perform services under this Contract. These reasons shall address how the employee, volunteer, or subcontractor is presently suitable or able to work with Agency clients in a safe and trustworthy manner. Contractor shall ensure this information, along with the employee, volunteer, or subcontractor's background check, is in the individual's personnel file.

Upon receiving such written notification from Contractor, Agency reserves the right to the final denial or approval of any Contractor employee, volunteer, or subcontractor to provide services to Agency clients under this Contract. Unless Agency rejects the employee, volunteer, or subcontractor to provide services to Agency clients under this Contract within seven business days from receiving such written notification from Contractor, the Contractor employee, volunteer, or subcontractor will be deemed approved by Agency.

- e. The criminal records check procedures listed above also apply to Contractor, its owners, managers, and board members regardless if any individual has access to Agency clients, client information or client funds. Contractor shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."
 - f. Changes to federal or state legislation and rule may impose additional requirements for background checks. These changes will be implemented by an amendment to this Contract.
 - g. If Agency determines there is a need for a new criminal records check, Contractor shall provide the results of a new criminal records check to Agency for review no more than 14 business days after Agency's request.
4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
 - (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
 - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b.** OHA represents and warrants as follows:
- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Oregon Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

7. **Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on OHA’s behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

8. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

10. **Termination.**

- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to OHA;
 - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 11. Effect of Termination.**
- a. **Entire Agreement.**
- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. **Obligations and Liabilities.** Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 12. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 13. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 14. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 15. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For

purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

- 16. Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 17. Assignment of Agreement, Successors in Interest.**
- a.** County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 18. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 19. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 20. No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 21. Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- 22. Severability.** The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.
- 23. Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 24. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

- 25. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 26. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 27. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the

investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 29. Stop-Work Order.** OHA may, at any time, by written notice to County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to

minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a.** Cancel or modify the stop work order by a supplementary written notice; or
- b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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.
 - 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, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. County 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 County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation 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 itself.

- f.** No part of any federal funds paid to County 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 to advocate or promote any proposed, pending or future Federal, State or local tax 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 County 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 of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a.** County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services. RESERVED**
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures. RESERVED**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally

describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.
- 16. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx>.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 182412

Legal name *(tax filing)*: Deschutes County Oregon

DBA name *(if applicable)*: Deschutes County Health Services

Billing address: 2577 NE Courtney Drive

City: Bend State: OR Zip: 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: _____

Analysis performed on a fiscal year

Fiscal Years 2024 - 2028 (3/20/24 - 6/30/28)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
RESOURCES						
OHA Sate Funding - SE 16	\$ 32,065	\$ 175,538	\$ 24,897.00			\$ 232,500
						\$ -
						\$ -
						\$ -
	\$ 32,065	\$ 175,538	\$ 24,897	\$ -	\$ -	\$ 232,500
REQUIREMENTS						
Wages & Benefits	\$ 29,150	\$ 147,580	\$ 22,634	\$ -	\$ -	\$ 199,364
Travel		\$ 1,000				\$ 1,000
Training		\$ 1,000				\$ 1,000
Supplies		\$ 10,000				\$ 10,000
						\$ -
						\$ -
	\$ 2,915	\$ 15,958	\$ 2,263	\$ -	\$ -	\$ 21,136
Total Costs	\$ 32,065	\$ 175,538	\$ 24,897	\$ -	\$ -	\$ 232,500





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Oregon Health Authority Community Navigator Pilot grant and Resolution No. 2024-006 to effect associated budgetary and staff changes

RECOMMENDED MOTIONS:

- 1) Move to accept a Community Navigator Pilot grant from the Oregon Health Authority.
- 2) Move approval of Resolution No. 2024-006.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services (DCHS) recommends Board approval to accept a \$1,000,000 Oregon Health Authority (OHA) Community Navigator Pilot grant. The term of the grant-funded program would be April 2024 through June 2025. Associated Resolution No. 2024-006 would increase appropriations and FTE within the Health Services Fund and the 2023-24 Deschutes County Budget in conjunction with the grant acceptance.

OHA's Community Navigator Pilot program will consist of six Community Behavioral Health Clinic (CMHP) sites that will provide a two-person Community Navigator (CN) team. The team will consist of a forensically trained Peer Support Specialist and a forensically trained Case Manager. The CN team will provide up to three months in-reach, transitional care at discharge, and six months post-discharge for individuals on Aid and Assist (AA) orders leaving the Oregon State Hospital. This study models its intervention protocols on Evidence Based Practices (EBPs) not limited to: Critical Time Intervention (CTI), Peer Support Specialists, Intensive Case Management, and Trauma-Informed Care.

The primary goal of this pilot program is to reduce rates of recidivism for individuals, especially those at risk of houselessness, on AA orders from involuntary state hospitalization. The secondary goal of the pilot is to effectively decriminalize mental and substance use disorders, by assessing the impact of Community Navigator teams in stabilizing the behavioral health needs of individuals re-entering communities-based services.

Funding from this grant would support the following personnel:

- 1.0 FTE Peer Support Specialist – New FTE (April 1, 2024 – June 30, 2025)
- 1.0 FTE Administrative Analyst – New FTE (April 1, 2024 – June 30, 2025)
- 1.0 FTE BH Specialist I

- 0.3 FTE BH Specialist II, Licensed
- 0.4 FTE BH Supervisor
- 0.5 FTE Public Health Nurse II

The Peer Support Specialist and Administrative Analyst positions will be new limited duration FTE. The FTE resolution is attached. In addition to personnel, the grant will fund contracts for shelter services; client stabilization, including guardianships; training; furniture/fixtures; computers and peripherals; cell phone services; a new vehicle; and 10% indirect.

BUDGET IMPACTS:

Recognize State Miscellaneous revenue of \$209,113 for FY 2024 (the remaining amount to be received in the next fiscal year) and increase Program Expense appropriations by the same amount within the Health Service fund.

ATTENDANCE:

Kara Cronin, Manager, Behavioral Health Program
Dan Emerson, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing FTE and Appropriations Within the 2023-24 Deschutes County Budget * * * RESOLUTION NO. 2024-006

WHEREAS, Deschutes County Health Services presented to the Board of County Commissioners on 3/20/2024, with regards to an OHA Community Navigator Pilot grant and the request to add 2.00 limited duration FTE in support of those funds, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to recognize State Miscellaneous revenue and increase Program Expense appropriations by within the Health Services fund, and

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

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

Section 1. That the following revenue be recognized in the 2023-24 County Budget:

<u>Health Services</u>	
State Miscellaneous	\$ 209,113
Health Services Total	<u>\$ 209,113</u>

Section 2. That the following amounts be appropriated in the 2023-24 County Budget:

<u>Health Services</u>	
Program Expense	\$ 209,113
Health Services Total	<u>\$ 209,113</u>

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

Section 4. That the following FTE be added:

Job Class	Position Number	Type	Effective Hiring Date	FTE
Peer Support Specialist (1005)	n/a	Limited Duration	4/1/24 – 6/30/25	1.00
Administrative Analyst (9125)	n/a	Limited Duration	4/1/24 – 6/30/25	1.00
Total FTE				2.00

Section 5. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of March, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Analysis performed on a fiscal year

Fiscal Years 2024 - 2026, 4/1/24 - 6/30/28

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
RESOURCES						
OHA State Funding	\$ 209,113	\$ 790,887				\$ 1,000,000
						\$ -
						\$ -
						\$ -
	\$ 209,113	\$ 790,887	\$ -		\$ -	\$ 1,000,000
REQUIREMENTS						
Wages & Benefits	\$ 131,333	\$ 551,037				\$ 682,370
Contracted Services	\$ 35,000	\$ 92,000				\$ 127,000
Training	\$ 3,000	\$ 4,000				\$ 7,000
Client Stabilization	\$ 8,000	\$ 25,417				\$ 33,417
Computers & Peripherals	\$ 4,500	\$ -				\$ 4,500
Communication-Phone/Pager	\$ 270	\$ 1,080				\$ 1,350
Furniture & Fixtures	\$ 8,000	\$ -				\$ 8,000
Capital Outlay	\$ -	\$ 50,000				\$ 50,000
Total Indirect -	\$ 19,010	\$ 67,353			\$ -	\$ 86,363
Total Costs	\$ 209,113	\$ 790,887	\$ -		\$ -	\$ 1,000,000

Capital Outlay includes \$50,000 for an automobile in FY25.
Grant funding will be for the period 4/1/24 to 6/30/25.



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Review Draft Leadership Redmond Presentation

BACKGROUND AND POLICY IMPLICATIONS:

The Commissioners have been invited to present to Leadership Redmond on March 21, 2024, from 8:30 – 9:30 a.m. Staff will review the draft Leadership Redmond presentation with the Board and make edits per the direction of the Commissioners.

BUDGET IMPACTS:

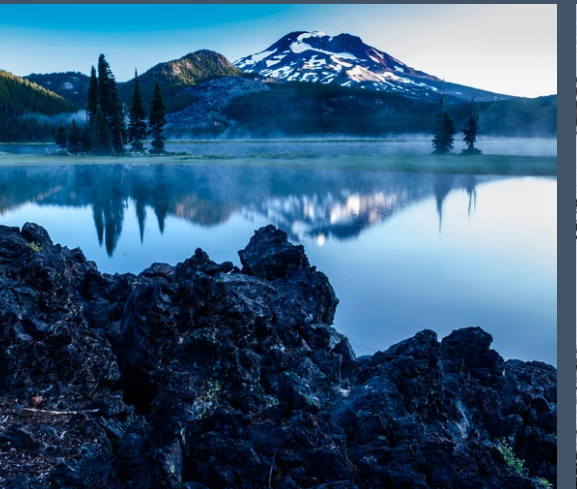
None

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager



Deschutes County



Deschutes County Commission

The Commissioners adopt policies, create and enforce County ordinances, hold hearings and review, amend and adopt the County's budget.



Patti Adair



Tony DeBone



Phil Chang





connecting with you...

what questions do you have about the County?



BOARD OF COMMISSIONERS



COUNTY ASSESSOR
SCOT LANGTON



COUNTY CLERK
STEVE DENNISON




SHERIFF
SHANE NELSON



DISTRICT ATTORNEY
STEVE GUNNELS



JUSTICE OF THE PEACE
CHARLES FADELEY



TREASURER
BILL KUHN

County Administrator

Deputy County Administrator

Deputy County Administrator

- Health Services
- Community Justice
- Natural Resources
- Risk Management
- Veterans' Services

- Finance / Tax
- Property
- 9-1-1
- Community Development
- Road
- Solid Waste

- Human Resources
- Facilities
- Administration
- Information Technology
- Fair & Expo

Investing in North County

- North County Campus – Kingwood Location
- Negus Transfer Station
- Affordable Housing



Planning for the Future

- Department of State Land Sale
- Fairgrounds Master Planning
- Transportation System Plan Updates



Get Involved

Get involved.

- Find opportunities at www.deschutes.org/volunteer
- Currently recruiting for the County's Facility Project Review Committee
- COIC

Join our team.

- www.deschutes.org/jobs

Connect with us - County College.

- www.deschutes.org/countycollege
 - 10 Weeks - September - November

Questions & Discussion





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 18, 2024

SUBJECT: Discussion of Transient Room Tax Funding Options

RECOMMENDED MOTION:

There is no recommended motion. This item is for consideration by the Board of County Commissioners. Potential options include, but are not limited to:

1. Continue funding programs and services as currently allocated.
2. Consider updates to both the required tourism-related and discretionary-related funding levels.
3. Consider revisions to the Visit Central Oregon contract for tourism-related funding.
4. Any combination of the above, or providing additional information as requested, including convening a facilitator of interest to stakeholders.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Code Chapter 4.08, Transient Room Tax (TRT), requires the collection and submission of an eight percent (8%) lodging tax for overnight lodging establishments/transient lodging for a period of up to 30 consecutive calendar days in unincorporated areas (outside the city limits of Bend, Redmond, Sisters, and La Pine).

The 8% Transient Room Tax revenues are currently allocated as follows:

Current Transient Room Tax Allocations		Year Enacted*
First 6%	20% to VCO (tourism promotion) 80% to General County Operations (discretionary)	5% - 1975 and 1% - 1980
Next 1%	100% to VCO	1988
Newest 1%	70% Fair & Expo 30% F&E Capital Reserves or General County Operations	2014

* The 2003 Oregon Legislature passed House Bill 2267, requiring that preexisting local levels of support for tourism continue, and requiring new or increased local transient lodging taxes must direct at least 70% of the new or expanded tax revenue to support the tourism industry.

The current contract with Visit Central Oregon (VCO), formerly Central Oregon Visitors Association (COVA), dedicates all of the tourism funding portion to VCO as the sole tourism promotion agency receiving funds from TRT.

Visit Central Oregon Contract Terms

The agreement with VCO, last updated May 2014, includes the following terms: *"The term of this Agreement shall automatically renew each year, unless terminated sooner as provided herein. No less than (30) days prior to the beginning of the fiscal year for which funding is or would be offered, COUNTY will provide written notice to COVA of its intent to reduce the funding amount from the immediately preceding fiscal year. County will provide (90) days notice if the County Administrator's recommended budget includes a reduction to the funding amount."*

Oregon Revised Statutes Definitions (ORS 320.300)

"Tourism promotion" means any of the following activities: (a) advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists; (b) Conducting strategic planning and research necessary to stimulate future tourism development; (c) Operating tourism promotion agencies; and (d) Marketing special events and festivals designed to attract tourists.

"Tourism promotion agency" includes: (a) an incorporated nonprofit organization or governmental unit that is responsible for the tourism promotion of a destination on a year-round basis; (b) a nonprofit entity that manages tourism-related economic development plans, programs and projects; (c) a regional or statewide association that represents entities that rely on tourism-related business for more than 50 percent of their total income.

"Tourism-related facility" means: (a) a conference center, convention center or visitor information center; and (b) other improved real property that has useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

BUDGET IMPACTS:

Reallocating a portion of the tourism promotion funding of approximately \$3.3 million, currently dedicated to VCO, will not have a direct impact to Deschutes County. If allocation changes are requested for discretionary TRT funding, currently dedicated to County services and courthouse debt funding, alternate sources of revenue would need to be identified to continue at the current level of service or find areas to reduce expenditures.

Attached to this staff report is a memorandum prepared for the Board in January 2024 providing an update on Transient Room Tax funding, allocations, and forecast.

ATTENDANCE:

Robert Tintle, Chief Financial Officer

Dan Emerson, Budget & Financial Planning Manager



FINANCE DEPARTMENT

Date: January 11, 2024
To: Board of County Commissioners
From: Robert Tintle, Chief Financial Officer
Re: Transient Room Tax Update

Commissioners,

In preparation for our discussions on January 23 with the Sunriver Owners Association, I wanted to provide updated information on the financial status of Transient Room Tax (TRT) revenues, expenditures, and forecasts. The information presented is an update from our mid-year budget discussions.

TRT revenues are currently allocated as follows:

Table with 3 columns: Allocation Category, Allocation Details, and Year Enacted. Rows include First 6%, Next 1%, and Newest 1% with their respective percentages and destinations.

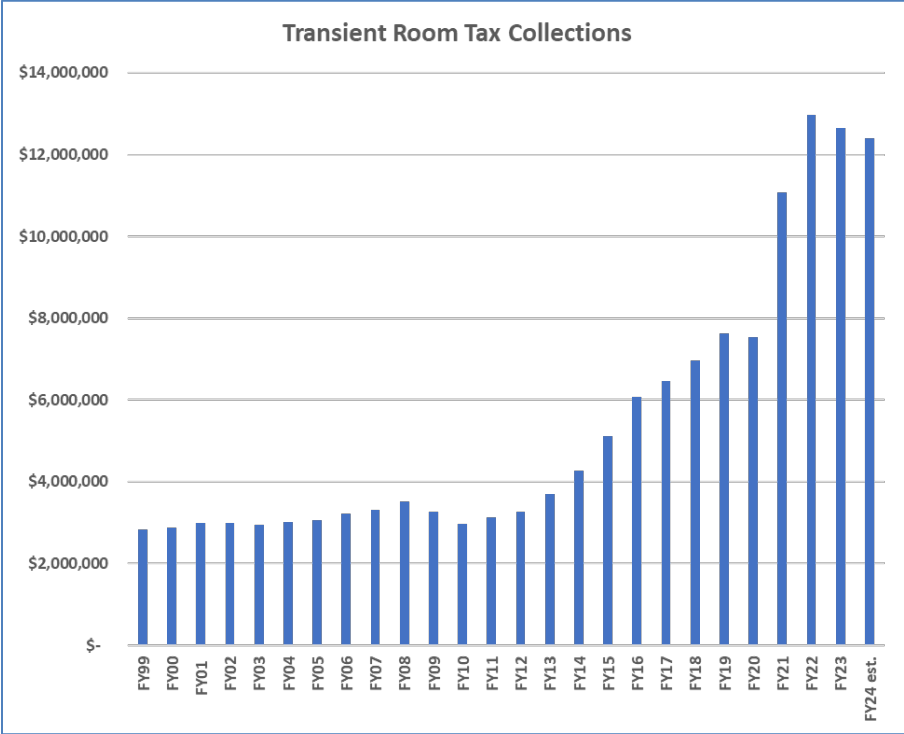
* The 2003 Oregon Legislature passed House Bill 2267, requiring that preexisting local levels of support for tourism continue, and requiring new or increased local transient lodging taxes must direct at least 70% of the new or expanded tax revenue to support the tourism industry.

The information in the table on the next page summarizes TRT revenues, distributions and any discretionary (unallocated) funds remaining by fiscal year. The forecast includes debt service payments for the courthouse project beginning in FY24 and continuing through FY44, a 20-year commitment. Appendix A at the end of this memo includes a spreadsheet with a 20-year projection.

Deschutes County Transient Room Tax (TRT) Projections

	FY24	FY25	FY26	FY27	FY28
Beginning Working Capital	\$ 4,527,362	\$ 2,000,000	\$ 0	\$ 0	\$ 0
TRT Revenue					
First 6% - 20% Tourism Promotion	\$ 1,867,500	\$ 1,890,000	\$ 1,938,000	\$ 1,986,000	\$ 2,035,500
First 6% - 80% Discretionary	7,470,000	7,560,000	7,752,000	7,944,000	8,142,000
Next 1% - VCO	1,556,250	1,575,000	1,615,000	1,655,000	1,696,250
New 1% - 70% Tourism Promotion	1,089,375	1,102,500	1,130,500	1,158,500	1,187,375
New 1% - 30% Discretionary	466,875	472,500	484,500	496,500	508,875
Total TRT Revenue	\$ 12,450,000	\$ 12,600,000	\$ 12,920,000	\$ 13,240,000	\$ 13,570,000
TRT Distributions					
<i>Required for Tourism</i>					
VCO (net)	\$ 3,341,853	\$ 3,381,699	\$ 3,468,260	\$ 3,554,785	\$ 3,644,023
Fair & Expo 615 (net)	993,331	1,005,787	1,033,100	1,060,397	1,088,551
Fair 616	75,000	75,000	75,000	75,000	75,000
RV Park 618	20,000	20,000	20,000	20,000	20,000
<i>Discretionary</i>					
Current Grants and Contributions	3,000,000	2,000,000	-	-	-
Sheriff 255	3,651,787	3,743,082	3,836,659	3,932,575	4,030,890
Environmental Health	368,417	377,627	387,068	396,745	406,663
Justice Court	364,688	373,805	383,150	392,729	402,547
Admin Fee (net of interest) - 7%	392,680	402,497	412,559	422,873	433,445
Admin Fee (net of interest) - 1%	38,268	39,225	40,205	41,210	42,241
Fair & Expo Reserve 617	455,395	460,733	472,438	484,137	496,203
Capital Reserve	1,517,943	-	-	-	-
Debt Service	758,000	1,500,000	1,501,750	1,502,000	1,500,750
Total TRT Distributions	\$ 14,977,362	\$ 13,379,454	\$ 11,630,191	\$ 11,882,452	\$ 12,140,313
Discretionary TRT/Capital Reserve	\$ -	\$ 1,220,546	\$ 1,289,809	\$ 1,357,548	\$ 1,429,687
Ending Working Capital	\$ 2,000,000	\$ 0	\$ 0	\$ 0	\$ 0

The current Transient Room Tax (TRT) forecast reflects \$12,450,000 in total TRT revenue in FY24 with a 2.5% increase each year beginning in FY26 and thereafter. TRT distributions (expenses) are also forecasted to increase 2.5% per year, including to the Sheriff's Office, which is a modest estimate. The forecast recognizes the volatility in TRT revenues and our most recent revenue highs may not be realized in future years. The County would need to see an ongoing trend of revenues before comfortably budgeting increased revenues.

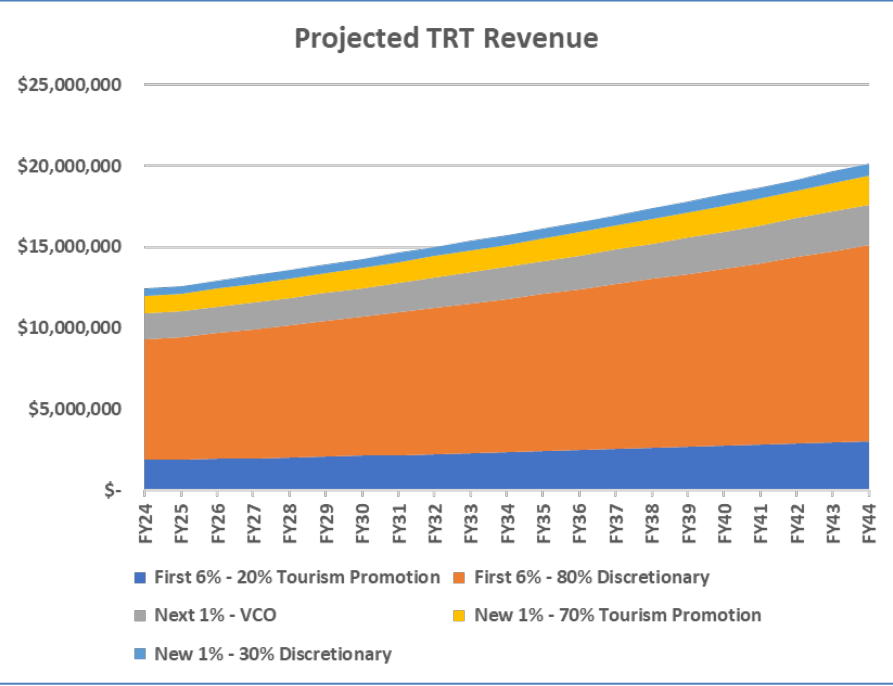


Transient room tax revenue increased an average of 2% annually from 1998 through 2008. From 2009 through 2020, revenue increased by an average of 10% annually. From 2021 through 2024, revenue increased by 3% annually. However, recent trends are showing a flattening or decline in revenues.

TRT revenues are more volatile compared to property tax revenue. If revenues came in lower, the General Fund would be required to pick up any deficiency, further burdening the General Fund. There is sensitivity to the model if TRT revenue is over or under in the

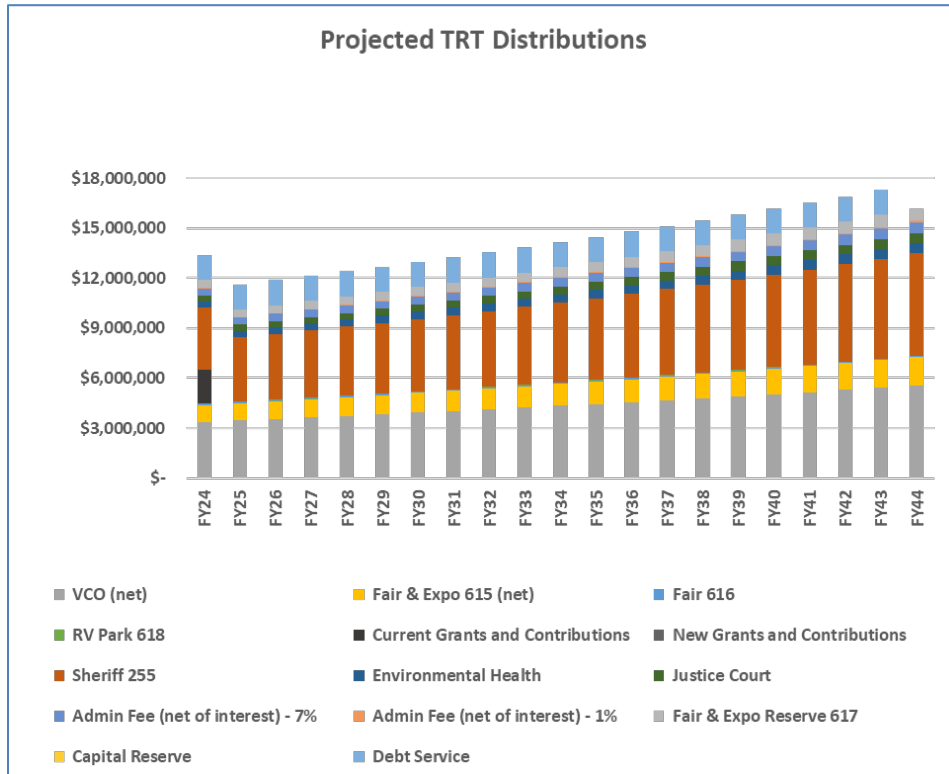
amount projected. If there is any shortage in TRT revenue, the debt service will become a liability of the General Fund which would reduce funding for other projects or require reductions in General Fund operating expenditures.

As of December 2024, TRT revenues are down 2.3% from prior fiscal year actuals and down 2.1% fiscal year-to-date from the amount budgeted. The FY24 projected ending fund balance is \$2 million, and these funds are held in reserve to cover the final \$2 million payment to Sunriver. Prudent financial management recognizes that funds should only be committed once realized as opposed to committing funds based on projections. Natural disasters, emergencies or other unknown factors could result in actual revenue reductions below, and potentially far below, projections.

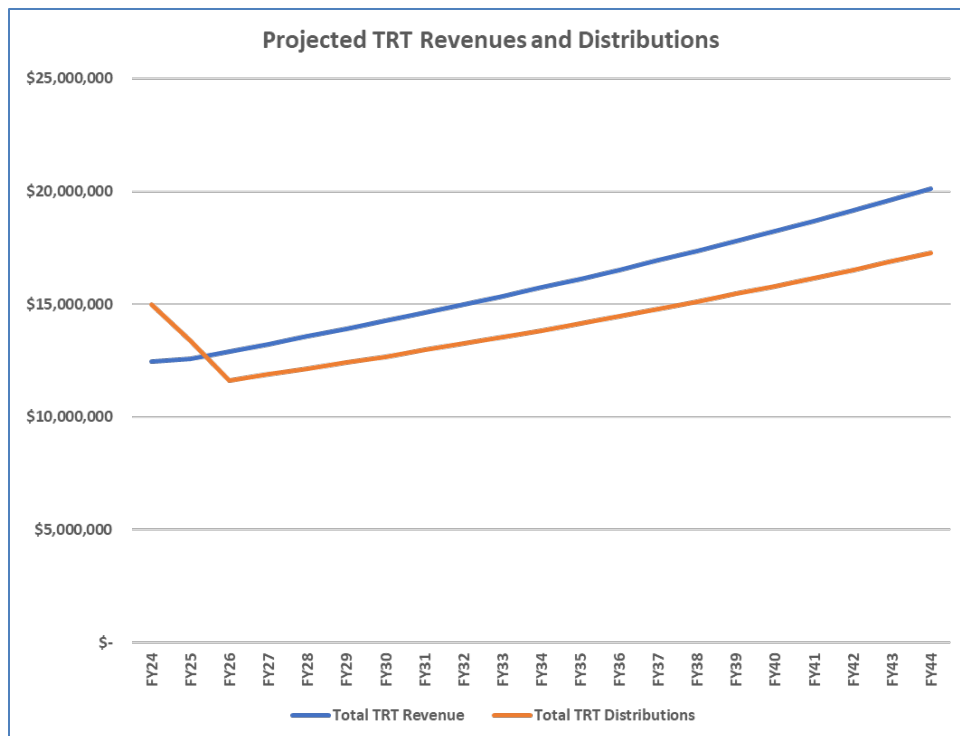


The 20-year forecast includes a 2.5% annual revenue growth assumption. Although, TRT revenue is variable and can be difficult to accurately predict.

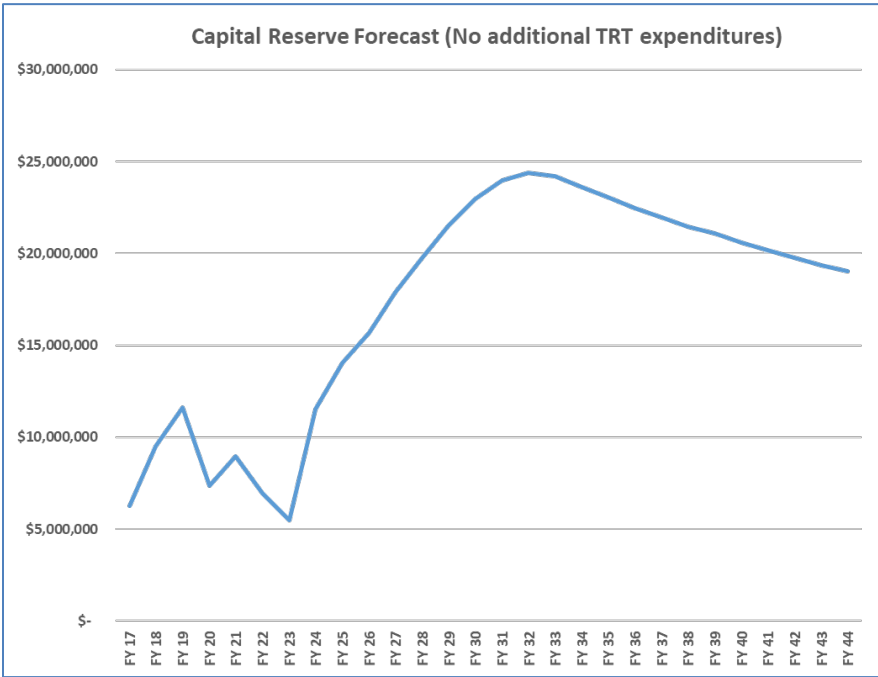
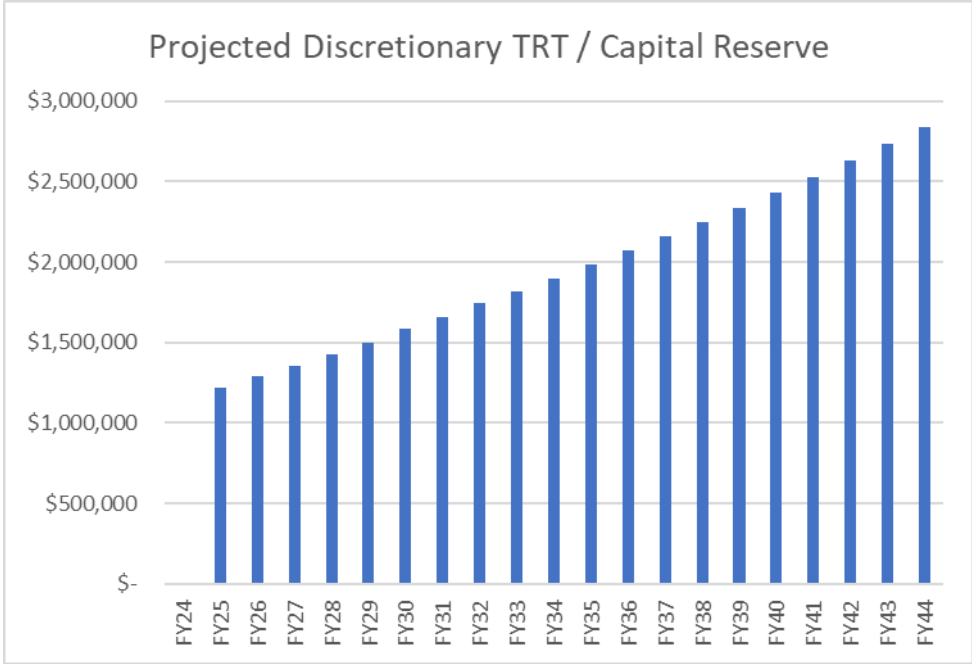
TRT expenditures over the 20-year forecast period also include an annual 2.5% growth assumption for discretionary general County operations. The expenditures below do not include any additional grants, County operational increases, or major capital projects. TRT is an important source for future capital projects.



A summary of revenues and expenditures prior to the transfer of funds to the Capital Reserve is presented below.



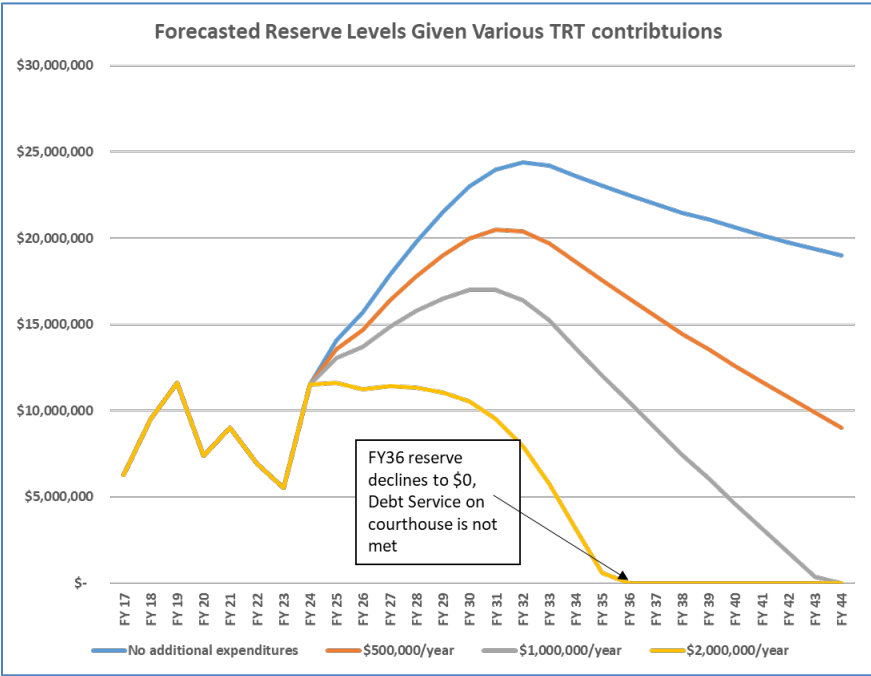
The 20-year forecast includes a transfer to the General Capital Reserve fund in those years when TRT revenues exceed expenditures. The General Fund Long-Term forecast relies on a transfer from the TRT Fund to the Capital Reserve Fund. The reserve fund is used to accumulate resources for capital investments related to Board goals and objectives. The transfer is needed to cover annual capital maintenance, small capital projects, and operational subsidies when the General Fund cannot fully support operations.



Both the General Fund and the General Capital Reserve Fund rely on a transfer from Transient Room Tax revenue to remain financially viable. Before considering any additional TRT expenditures, and with only minimal capital expenditures, the capital reserve forecast includes approximately \$19 million in FY44. However, this does not factor in any operational subsidies required by the General Fund if the rate of operational growth is not reduced (i.e., from 5.5% to 4.8%). The impact on the reserve with General Fund support is discussed below.

Since discretionary TRT revenues also fund courthouse debt service costs, this prohibits or reduces the amount available to transfer to the General Capital Reserve Fund or fund other General Fund needs. There are a number of unmet and unfunded needs on the horizon the Board may need to consider:

- Clerk’s Office, Community Development, Public Health, Adult Parole and Probation, Community Justice Juvenile
- Public Safety Campus Plan
- Future PERS, Health Insurance rates, Salary Study with Market Review
- General County Projects (increased maintenance costs over the 3-cent property tax funding)
- Other Campus Improvements (new capital construction and major remodels)



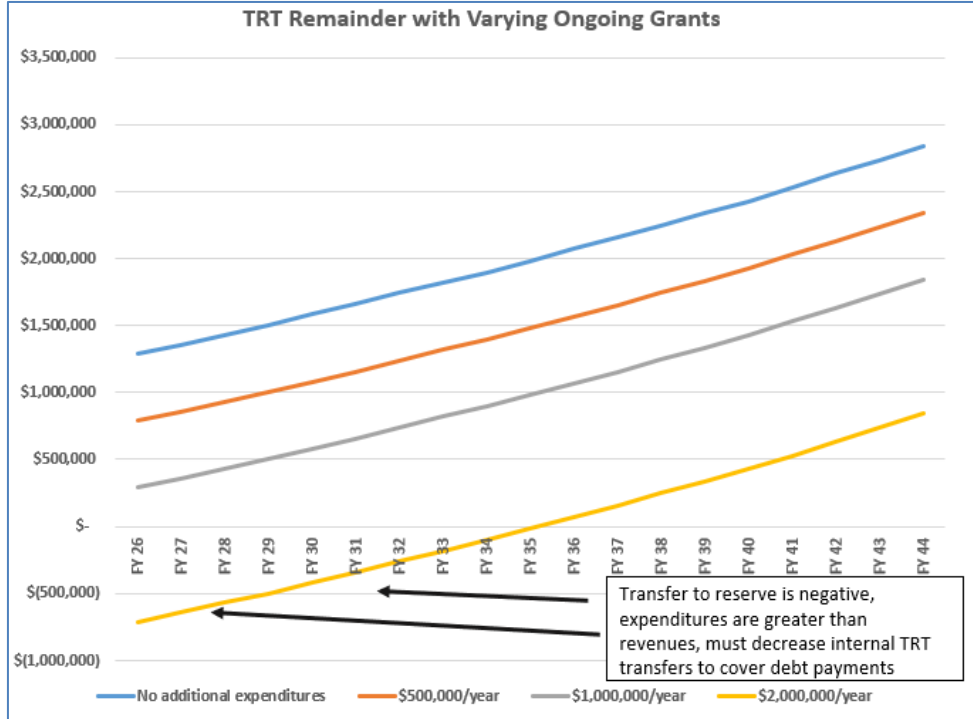
If additional TRT expenditures were required due to internal cost increases or increased grant contributions, the Capital Reserve forecast would change. The graph to the left depicts various scenarios with increased demands on the TRT fund.

None of the scenarios factor in a declining General Fund transfer to Capital Reserves, nor any future operational subsidies. Additional ongoing expenditures of \$1 million and \$2 million annually do not meet reserve requirements and do not allow the County to meet its debt service obligations. Additionally, the

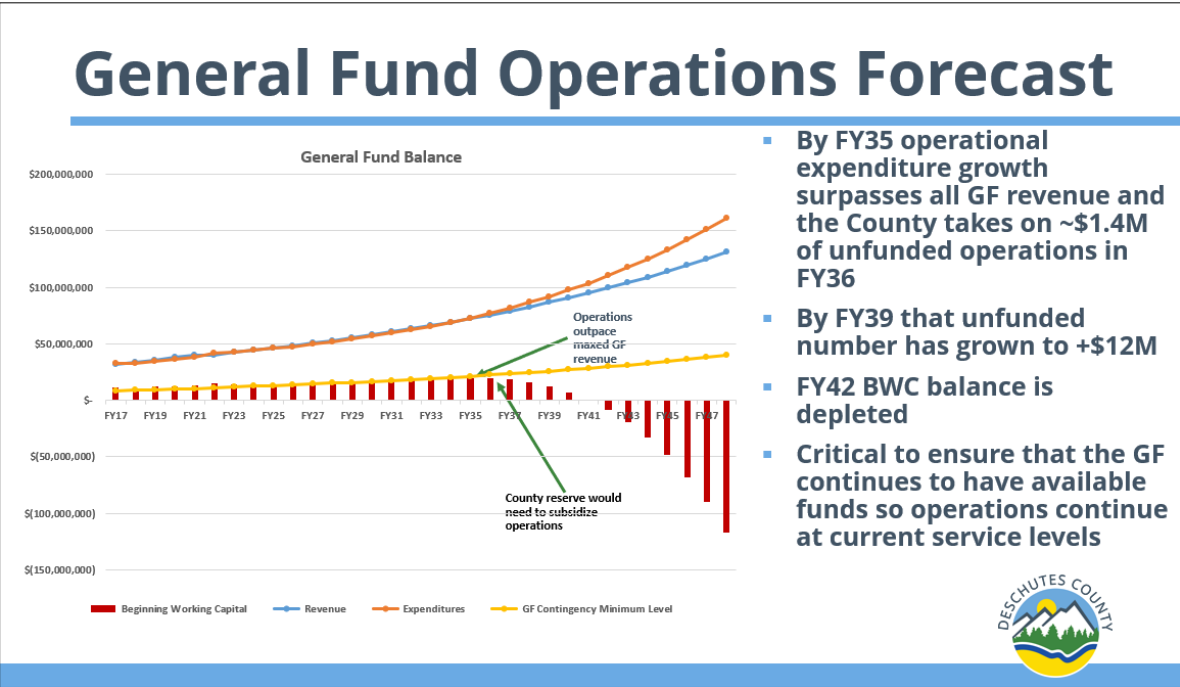
above analysis assumes a 2.5% increase in TRT revenues over the period. If the revenue trend decreases to only a 1% annual increase, the reserve would realize a \$9 million decrease.

The graph to the right displays the annual TRT remainder if ongoing grant contributions were committed to or if the increased expenditures were required of the fund.

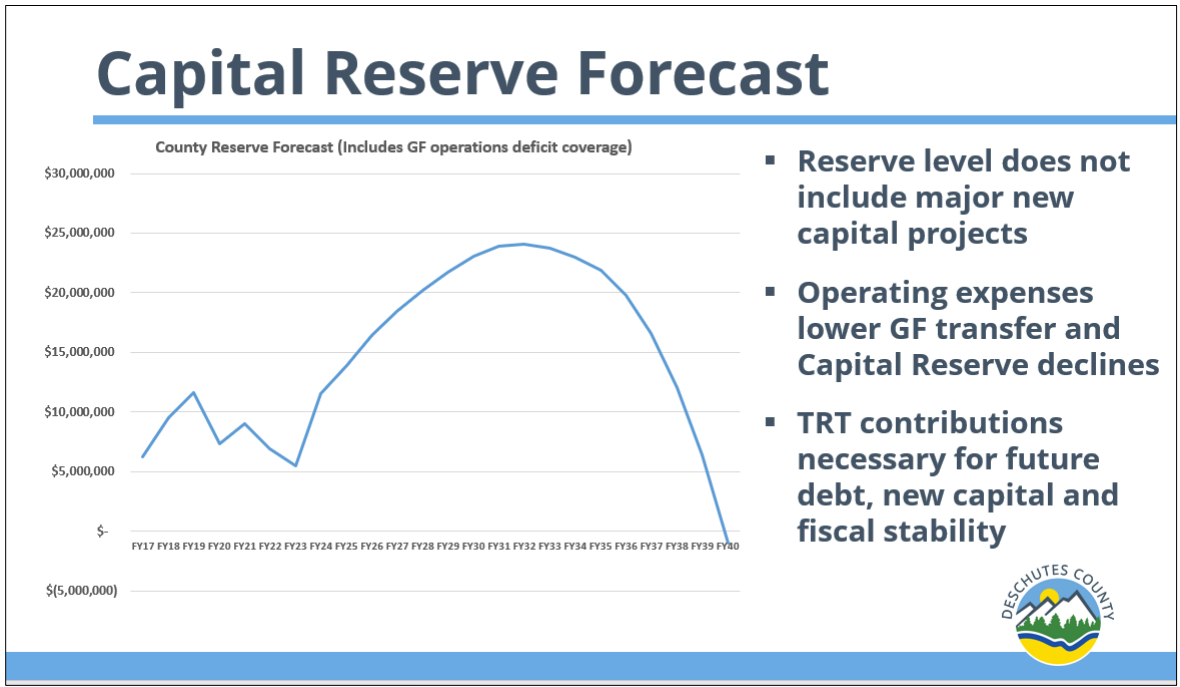
Any ongoing expense or ongoing grants greatly reduce the amount of funding available for County services or County capital needs. Additionally, depending on the level of any new commitment, internal cost reductions would need to occur to cover the annual courthouse debt service requirements.



The General Fund Long-Term Forecast was presented to the Board. The presentation included the future challenges the General Fund may face if the rate of operational growth is not reduced. The graph below showed that the General Fund would need to rely on the Capital Reserve to subsidize operations and by Fiscal Year 2042, the Beginning Working Capital would be depleted.



Additionally, once the General Fund requires a subsidy from the Capital Reserve, the reserve drops to zero by Fiscal Year 2040. The reserve graph below depicts the reserve with funds supporting the General Fund. The previous reserve graph showed the reserve prior to any General Fund support. The funds need to be viewed together, and not in isolation, since one affects the other.



County operations continue to grow, and future capital projects may be necessary. If financially viable, County capital projects would be funded through discretionary TRT. If General Fund provided service costs continue to increase, TRT funds would be necessary to fund services. In summary, ongoing TRT contributions outside of the current forecast jeopardizes the County's ability to:

- Cover courthouse debt service over the 20-year period.
- Maintain necessary capital improvements.
- Invest in future capital projects.
- Provide services at the same level to the community.

Any future TRT commitments should consider the full effect on County operations and capital needs, and should be based on actual funds received rather than projected. Since the Capital Reserve and future General Fund both rely on transfers from TRT, any additional commitments will move the General Fund 'fiscal cliff' sooner than discussed during the Long-Term Forecast presentation.

If you have any questions, or would like additional information, please let me know.

APPENDIX A

Deschutes County Transient Room Tax (TRT) Projections

	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
Beginning Working Capital	\$ 4,527,362	\$ 2,000,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
TRT Revenue											
First 6% - 20% Tourism Promotion	\$ 1,867,500	\$ 1,890,000	\$ 1,938,000	\$ 1,986,000	\$ 2,035,500	\$ 2,086,500	\$ 2,139,000	\$ 2,193,000	\$ 2,248,500	\$ 2,304,000	\$ 2,361,000
First 6% - 80% Discretionary	7,470,000	7,560,000	7,752,000	7,944,000	8,142,000	8,346,000	8,556,000	8,772,000	8,994,000	9,216,000	9,444,000
Next 1% - VCO	1,556,250	1,575,000	1,615,000	1,655,000	1,696,250	1,738,750	1,782,500	1,827,500	1,873,750	1,920,000	1,967,500
New 1% - 70% Tourism Promotion	1,089,375	1,102,500	1,130,500	1,158,500	1,187,375	1,217,125	1,247,750	1,279,250	1,311,625	1,344,000	1,377,250
New 1% - 30% Discretionary	466,875	472,500	484,500	496,500	508,875	521,625	534,750	548,250	562,125	576,000	590,250
Total TRT Revenue	\$ 12,450,000	\$ 12,600,000	\$ 12,920,000	\$ 13,240,000	\$ 13,570,000	\$ 13,910,000	\$ 14,260,000	\$ 14,620,000	\$ 14,990,000	\$ 15,360,000	\$ 15,740,000
TRT Distributions											
<i>Required for Tourism</i>											
VCO (net)	\$ 3,341,853	\$ 3,381,699	\$ 3,468,260	\$ 3,554,785	\$ 3,644,023	\$ 3,735,974	\$ 3,830,635	\$ 3,928,007	\$ 4,028,089	\$ 4,128,128	\$ 4,230,875
Fair & Expo 615 (net)	993,331	1,005,787	1,033,100	1,060,397	1,088,551	1,117,561	1,147,429	1,178,152	1,209,731	1,241,290	1,273,704
Fair 616	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
RV Park 618	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
<i>Discretionary</i>											
Current Grants and Contributions	3,000,000	2,000,000	-	-	-	-	-	-	-	-	-
Sheriff 255	3,651,787	3,743,082	3,836,659	3,932,575	4,030,890	4,131,662	4,234,953	4,340,827	4,449,348	4,560,582	4,674,596
Environmental Health	368,417	377,627	387,068	396,745	406,663	416,830	427,251	437,932	448,880	460,102	471,605
Justice Court	364,688	373,805	383,150	392,729	402,547	412,611	422,926	433,499	444,337	455,445	466,831
Admin Fee (net of interest) - 7%	392,680	402,497	412,559	422,873	433,445	444,281	455,388	466,773	478,442	490,404	502,664
Admin Fee (net of interest) - 1%	38,268	39,225	40,205	41,210	42,241	43,297	44,379	45,489	46,626	47,791	48,986
Fair & Expo Reserve 617	455,395	460,733	472,438	484,137	496,203	508,636	521,436	534,603	548,137	561,663	575,554
Capital Reserve	1,517,943	-	-	-	-	-	-	-	-	-	-
Debt Service	758,000	1,500,000	1,501,750	1,502,000	1,500,750	1,503,000	1,498,500	1,502,500	1,499,500	1,499,750	1,503,000
Total TRT Distributions	\$ 14,977,362	\$ 13,379,454	\$ 11,630,191	\$ 11,882,452	\$ 12,140,313	\$ 12,408,852	\$ 12,677,898	\$ 12,962,783	\$ 13,248,090	\$ 13,540,155	\$ 13,842,815
Discretionary TRT/Capital Reserve	\$ -	\$ 1,220,546	\$ 1,289,809	\$ 1,357,548	\$ 1,429,687	\$ 1,501,148	\$ 1,582,102	\$ 1,657,217	\$ 1,741,910	\$ 1,819,845	\$ 1,897,185
Ending Working Capital	\$ 2,000,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Deschutes County Transient Room Tax (TRT) Projections (continued)

	FY35	FY36	FY37	FY38	FY39	FY40	FY41	FY42	FY43	FY44	FY45
Beginning Working Capital	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
TRT Revenue											
First 6% - 20% Tourism Promotion	\$ 2,419,500	\$ 2,479,500	\$ 2,541,000	\$ 2,604,000	\$ 2,668,500	\$ 2,734,500	\$ 2,803,500	\$ 2,874,000	\$ 2,946,000	\$ 3,019,500	\$ 3,094,500
First 6% - 80% Discretionary	9,678,000	9,918,000	10,164,000	10,416,000	10,674,000	10,938,000	11,214,000	11,496,000	11,784,000	12,078,000	12,378,000
Next 1% - VCO	2,016,250	2,066,250	2,117,500	2,170,000	2,223,750	2,278,750	2,336,250	2,395,000	2,455,000	2,516,250	2,578,750
New 1% - 70% Tourism Promotion	1,411,375	1,446,375	1,482,250	1,519,000	1,556,625	1,595,125	1,635,375	1,676,500	1,718,500	1,761,375	1,805,125
New 1% - 30% Discretionary	604,875	619,875	635,250	651,000	667,125	683,625	700,875	718,500	736,500	754,875	773,625
Total TRT Revenue	\$ 16,130,000	\$ 16,530,000	\$ 16,940,000	\$ 17,360,000	\$ 17,790,000	\$ 18,230,000	\$ 18,690,000	\$ 19,160,000	\$ 19,640,000	\$ 20,130,000	\$ 20,630,000
TRT Distributions											
<i>Required for Tourism</i>											
VCO (net)	\$ 4,336,328	\$ 4,444,486	\$ 4,555,348	\$ 4,668,913	\$ 4,785,179	\$ 4,904,146	\$ 5,028,562	\$ 5,155,676	\$ 5,285,487	\$ 5,417,992	\$ 5,553,192
Fair & Expo 615 (net)	1,306,971	1,341,093	1,376,067	1,411,894	1,448,573	1,486,103	1,525,358	1,565,464	1,606,420	1,648,224	1,690,877
Fair 616	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
RV Park 618	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
<i>Discretionary</i>											
Current Grants and Contributions	-	-	-	-	-	-	-	-	-	-	-
Sheriff 255	4,791,461	4,911,248	5,034,029	5,159,879	5,288,876	5,421,098	5,556,626	5,695,541	5,837,930	5,983,878	6,133,475
Environmental Health	483,395	495,480	507,867	520,564	533,578	546,917	560,590	574,605	588,970	603,694	618,787
Justice Court	478,502	490,465	502,726	515,295	528,177	541,381	554,916	568,789	583,009	597,584	612,523
Admin Fee (net of interest) - 7%	515,230	528,111	541,314	554,847	568,718	582,936	597,509	612,447	627,758	643,452	659,538
Admin Fee (net of interest) - 1%	50,211	51,466	52,753	54,072	55,423	56,809	58,229	59,685	61,177	62,707	64,274
Fair & Expo Reserve 617	589,812	604,435	619,424	634,778	650,498	666,582	683,406	700,594	718,147	736,063	754,343
Capital Reserve	-	-	-	-	-	-	-	-	-	-	-
Debt Service	1,499,000	1,498,000	1,499,750	1,499,000	1,500,750	1,499,750	1,501,000	1,499,250	1,499,500	1,501,500	-
Total TRT Distributions	\$ 14,145,911	\$ 14,459,783	\$ 14,784,278	\$ 15,114,241	\$ 15,454,772	\$ 15,800,723	\$ 16,161,197	\$ 16,527,052	\$ 16,903,397	\$ 17,290,094	\$ 16,182,009
Discretionary TRT/Capital Reserve	\$ 1,984,089	\$ 2,070,217	\$ 2,155,722	\$ 2,245,759	\$ 2,335,228	\$ 2,429,277	\$ 2,528,803	\$ 2,632,948	\$ 2,736,603	\$ 2,839,906	\$ 4,447,991
Ending Working Capital	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Environmental Health Fees and FY 2025 Budget

RECOMMENDED MOTION:

None—information only.

BACKGROUND AND POLICY IMPLICATIONS:

Since Fiscal Year 2022, the Environmental Health Program (EH) has recommended EH fee increases commensurate with the Consumer Price Index (CPI). The CPI for January, 2024 is 4.0%.

EH staff will present statistics related to the program and provide scenarios for the Board to consider during the FY 2025 budget process. Special attention will be given to Mobile Food Units (MFUs) and Tourist Accommodation fees. Options for the Board's consideration may include increasing fees beyond the CPI, increasing Transient Room Tax or County General Fund subsidy to EH, or some combination thereof.

BUDGET IMPACTS:

Health Services will prepare a FY 2025 Requested Budget based on feedback from the Board.

ATTENDANCE:

Tom Kuhn, Public Health Program Manager
Eric Mone, Environmental Health Supervisor



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Request for funding to achieve Ambulance Service Area Code changes

RECOMMENDED MOTION:

Reserve funding in the FY 25 budget to secure a contractor through a competitive RFP process to update and rewrite Deschutes County Code section 8.30 and the Ambulance Service Area Plan

BACKGROUND AND POLICY IMPLICATIONS:

The Ambulance Service Area (ASA) Committee, working in tandem with County Legal Counsel, has determined that a rewrite of Deschutes County Code 8.30 and its accompanying ASA Plan, Appendix A, 8.30.100 (“the Plan”) is needed. The Code and Plan have remained relatively unchanged since they were first created in 1997. Since that time, changes in the law and best practices have occurred that are not reflected in either document, and with ongoing changes in the emergency services industry, the Code and especially the Plan need to be updated to reflect such changes. The language of the Plan also needs to be changed to be more consistent with the Code and to provide clearer direction to ambulance service franchisees with regard to the law, best practices, and the Board’s expectations with regard to how services are provided within the County. During this meeting, the ASA Administrator, ASA Chair, and County Legal will provide an update of the purpose and history of the ASA, ASA activity in recent years, issues discovered with DCC 8.30 ASA and the ASA Plan, and will make recommendations for consideration.

BUDGET IMPACTS:

Funding reserved in the FY 25 budget to secure a contractor—expected to be up to \$50,000, depending on the selected proposal.

ATTENDANCE:

Tom Kuhn, Deschutes County ASA Administrator (Public Health)
Jared Jeffcott, ASA Chair
Chris Bell, Deschutes County Legal



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2024

SUBJECT: Juniper Ridge Update

RECOMMENDED MOTION:

Move to continue remediation efforts relating to encampments at Juniper Ridge until an alternative location has been identified and the County can require people to vacate the property.

BACKGROUND AND POLICY IMPLICATIONS:

Last year, Deschutes County received a formal code enforcement complaint related to County-owned land in Juniper Ridge. In response, County staff developed a remediation plan which was approved by the Board on June 21, 2023. See attached memo for more information on actions taken thus far and potential next steps.

BUDGET IMPACTS:

Of the \$200,000 budget previously approved by the Board for remediation efforts and the provision of basic services, \$92,400 still remains. The remaining funds will last until approximately June 30, 2024.

Staff recommends allocating additional funds to continue providing remediation and basic services once the initial budget of \$200,000 is expended. The funds could come from the ARPA funds set aside to address homelessness, the General Fund, or included in the FY 24-25 proposed budget.

ATTENDANCE:

Erik Kropp, Deputy County Administrator



DEPUTY COUNTY ADMINISTRATOR
ERIK KROPP

Date: March 13, 2024
To: Board of County Commissioners
From: Erik Kropp, Deputy County Administrator
Re: Juniper Ridge Update for March 20, 2024 Board Meeting

Background

Last year, Deschutes County received a formal code enforcement complaint related to County-owned land in Juniper Ridge. There were five main code violations:

1. Tents, RVs and structures being used for camping/living
2. Unpermitted structures being used as dwellings and storage
3. Excessive amount of solid waste
4. People living in RVs without a permit
5. People living in RVs and unpermitted structures without an approved method for the disposal of human waste

In response, County staff developed a remediation plan. On June 21, 2023 the Board of County Commissioners (BOCC) approved the remediation plan that included outreach to individuals living on the property to offer services and provided a phased approach to immediately mitigate health and safety threats. The BOCC also approved a \$200,000 budget to pay for the plan. Additionally, the plan also included coordination with partner agencies (ODOT, City of Bend, irrigation districts, the Bureau of Land Management, etc.).

An interdepartmental team has been working through implementation of the remediation plan which has included the creation of three basic hygiene stations consisting of a drinking water tank, trash dumpsters, portable toilets, and hand washing stations. Also, security patrols provide general monitoring of the hygiene stations and area and assist the other contactors, when requested. Finally, a contractor has been cleaning up tires and abandoned camps. The team additionally provides updates and a point of contact for service provider communication regarding the property and services.

While part of the original plan, the County decided to not require the people to relocate for the following reasons:

1. Hunnell Road relocation.
2. China Hat situation, including a letter from United State Forest Service expressing concerns that “closing” Juniper Ridge would result in people relocated to China Hat.
3. New shelter beds coming on-line.
4. Concerns that requiring people to leave County-owned Juniper Ridge land would result in relocation to other public lands, including other parts of Juniper Ridge owned by other public entities.

5. Enforcement of the County camping code would require the identification of an alternative location for people to relocate to.
6. The Martin v. Boise court case.

Update on Juniper Ridge Remediation Plan

Since implementation of the Juniper Ridge remediation plan in July 2023, County contractors have:

- Emptied the on-site 30-yard dumpsters five times
 - A 30-yard dumpster holds 7,000 – 10,000 pounds of trash
- Cleaned up 75,000 pounds of trash
- Disposed of 70 “bio-buckets” (buckets used for human waste)
- Disposed of 466 tires
- Cleared snow to maintain access and hygiene services

In total, the contractors have cleaned up 39 abandoned camps. Approximately 20 people in 14 occupied camps remain on County-owned property. However, the number of camps and people living on nearby or adjacent land (non-County owned) is much greater and is estimated at several hundred people. Many of these people are using the basic hygiene stations.

The remediation plan has seen many successes, including:

- Portions of the land being cleaned-up.
- The basic hygiene stations have provided resources to help address public health issues, reducing further negative impact to the land, and have been well received by the people living on the land and service providers providing outreach services.
- The security contractor has established a first-name basis relationship with most people and has called in small fires and other incidents to 9-1-1 to allow a quick response time, and there have been no use of force situations by the security contractor.
- Several service providers have shared their appreciation for the security contractors compassion and attention to the people and the land.
- The solid waste contractor has also worked to develop a relationship with people in the area which has resulted in people voluntarily bringing the contractor trash and tires from their camp.
- Several people have moved out of homelessness (although a cause and effect relationship cannot be drawn).

Challenges still remain, including the need for an alternative outdoor shelter, the inability to remedy all the code violations while people remain on the property, and the continued expense of the basic hygiene services and ongoing cleanup of trash, tires, vehicles and RVs.

Budget Update

As part of the approval of the remediation plan, the Board approved a budget of \$200,000 to fund the effort. The \$200,000 came from Property Management’s Project Development and Debt Reserve Fund (Fund 090).

The table below shows current expenditures through March 8, 2024:

Service	Expenditure	Project Monthly Average Cost
Trash clean-up and dumpsters	\$66,200	\$ 8,300
Portable toilets	\$ 9,400	\$1,300
Potable water	\$10,400	\$1,300
Security	\$22,000	\$3,600
Fire extinguishers and misc. costs	\$ 4,400	n/a
TOTAL	\$ 112,400	\$14,500

Of the \$200,000 allotted budget, \$92,400 still remains. The remaining funds will last until approximately June 30, 2024.

Next Steps

Despite the progress made to date to clean Juniper Ridge and provide basic hygiene amenities, the remaining code violations will not be resolved until people are no longer living on the property. Staff recommends revisiting efforts to close County-owned land in Juniper Ridge when an alternative location in close proximity has been identified and opened.

In the meantime, staff recommends allocating additional funds to continue the basic services once the initial budget of \$200,000 is expended. The funds could come from the ARPA funds set aside to address homelessness, the General Fund, or included in the FY 24-25 proposed budget.

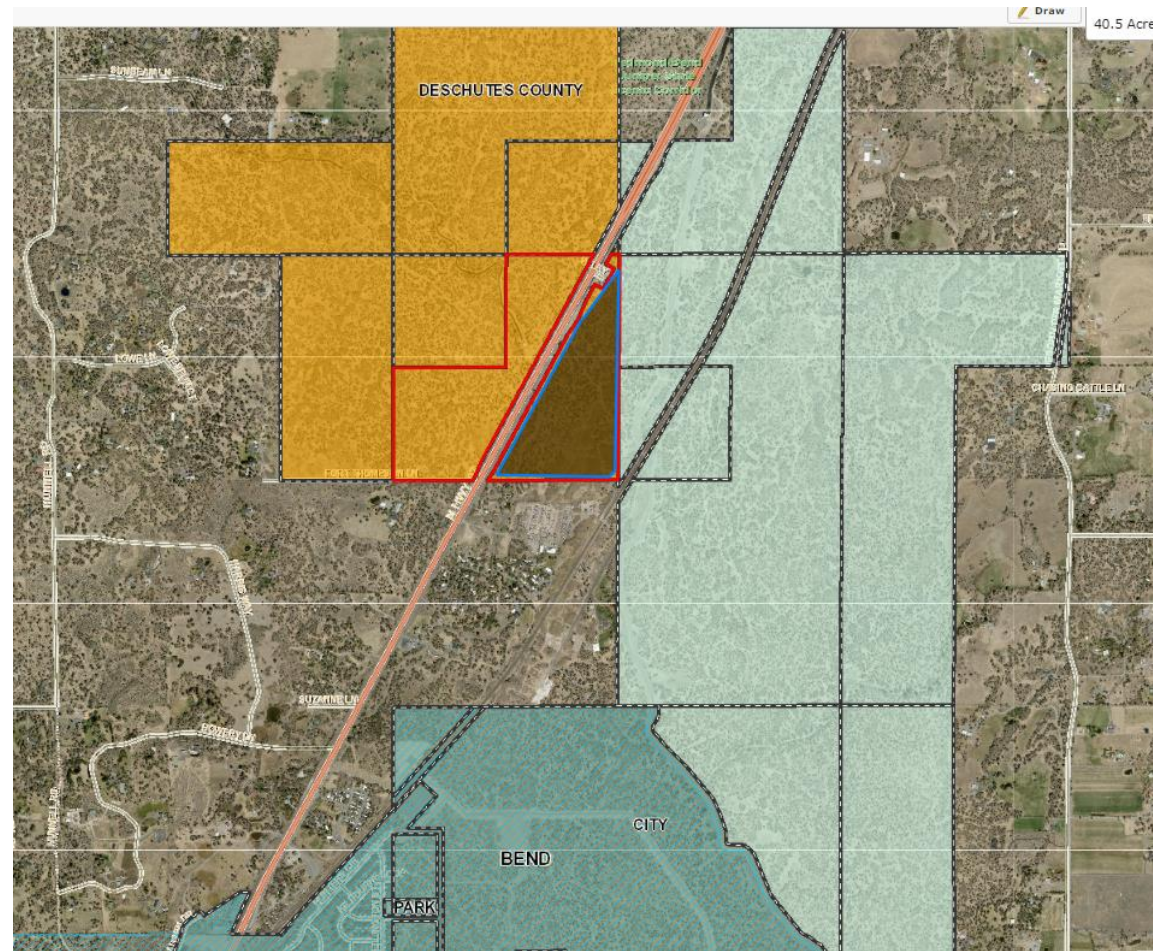
Staff recommends continuing the basic services until an alternative location has been identified and the County can require people to leave the County-owned Juniper Ridge property.

Juniper Ridge Remediation Plan Update

**Board of County
Commissioners' Meeting
- 3/20/24**



Juniper Ridge - location

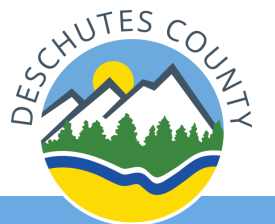


Juniper Ridge – basic info.

- County-owned land: approximately 50-acres
- Zoning: Open Space and Conservation
- Camps located on adjacent land owned by the City of Bend and the Bureau of Land Management



Juniper Ridge – garbage



Juniper Ridge – structures



Juniper Ridge – makeshift shower or toilet



Code Enforcement Complaint

Violation 1

Unpermitted structures being used as dwellings, storage, etc.

Violation 2

Excessive amount of solid waste

Violation 3

RVs on property that are occupied without a permit



Code Enforcement Complaint (cont.)

Violation 4

RVs and structures w/o permit with approved disposal method for human waste

Violation 5

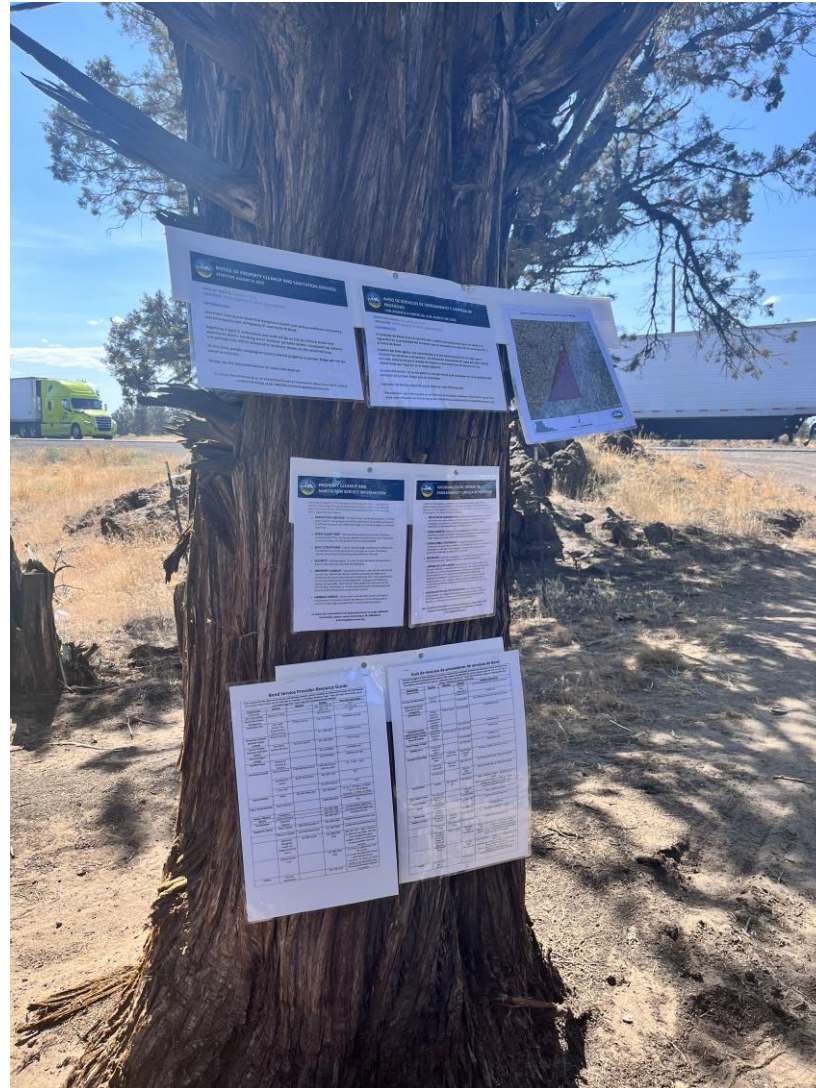
Tents, RVs, and structures being used for camping



Juniper Ridge - stations



Juniper Ridge - notices



Juniper Ridge – basic hygiene



Juniper Ridge – drinking water



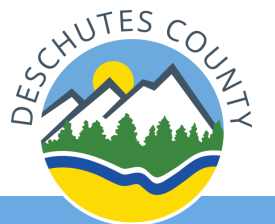
Juniper Ridge – dumpsters



Juniper Ridge – snow removal



Juniper Ridge – yellow bags



Juniper Ridge – resident cooperation



Reasons to not move people

- County camping code – need to provide alternative place
- Hunnell Road relocation
- China Hat
 - Letter from USFS – concern that people will relocate from Juniper Ridge to China Hat
- New shelter beds coming on-line
- Concern relocation to other public lands, including other parts of Juniper Ridge
- Martin v. Boise court case



Services

- 30-yard dumpsters emptied 5 times
 - Dumpster: 7,000 – 10,000 lbs. of trash
- 75,000 pounds of trash removed
- Removal of 70 “bio-buckets”
- 466 tires disposed
- Snow removal
- 39 abandoned camps cleaned up



Budget - \$200,000

As of March 8, 2024

Service	Expenditure	Monthly cost (est.)
Trash	\$ 66,200	\$ 8,300
Portable toilets	\$ 9,400	\$ 1,300
Water	\$ 10,400	\$ 1,300
Fire ext. and misc.	\$ 4,400	n/a
TOTAL	\$112,400	\$14,500



Successes



Good start to clean up the land



Basic hygiene amenities

Porta-potties, drinking water, hand washing stations, dumpsters



Some people moved out of homelessness (can't draw cause/effect)

One family to shelter; one individual moved to Central Oregon Villages; one family moved to Oasis Village



Successes (cont.)



Security contractor

First name basis with most people, provides information, no use of force incidents, report of fires and other situations to 9-1-1



Solid waste contractor

Has developed relationship with people in the area; people voluntarily bringing contractor trash and tires



Communication with service providers

Periodic email to service providers with updates



Challenges



Need outdoor relocation option

Not all will go to shelter, temporary housing, housing



How long to continue basic hygiene amenities?

Porta-potties, drinking water, hand washing stations, dumpsters



Without relocating people, can't remedy many of the code violations

Also, state land use does not allow camping at the location



Current status

- **14 occupied camps (on County land)**
 - Approximately 20 people
- **Vehicles (on County land)**
 - Estimated at 74: 13 running, 61 nonrunning
- **RVs (on County land)**
 - Estimated at 17
- **Many more camps and hundreds of people on adjacent land**



Next steps

- Continue basic hygiene amenities through June 2024 with current budget
- Continue basic hygiene amenities past June 2024
 - ARPA funds
 - FY 2024-25 budget process
- Revisit relocation of people when alternative location in close proximity has been identified and opened



Questions or comments?

