



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

12:30 PM, MONDAY, JULY 29, 2024

Allen Room - Deschutes Services Building - 1300 NW Wall Street – Bend

(541) 388-6570 | www.deschutes.org

REVISED 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

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. Acceptance of Criminal Justice Commission Restorative Justice Grant Award
2. Approval of Purchase Agreement, Document No. 2024-561; Dedication Deed, Document No. 2024-562; Slope Easement, Document Number 2024-563; and Temporary Construction Easement, Document Number 2024-564 from Michael Gueguen and Elizabeth J. Hays for Right of Way for the Hamhook Road Bridge Replacement Project
3. Approval of a contract with Trident Professional Security to provide services at the Deschutes County Health Services Stabilization Center
4. Approval of minutes of the BOCC June 10, 2024 meeting

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.

5. **12:30 PM** Executive Session under ORS 192.660 (2) (h) Litigation

ACTION ITEMS

6. **1:15 PM** Discussion and Possible Action on 45 acres of County-owned Land for Alternative Location for Unsheltered Homeless
7. **1:00 PM** Oregon State Fire Marshall Community Wildfire Risk Reduction Grant
8. **2:00 PM** Deliberation #3: Deschutes County 2040 Comprehensive Plan Update – Chapter 7, Natural Hazards

9. **2:45 PM** Community Conversation on Camping Feasibility Study 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.

10. Executive Session under ORS 192.660 (2) (d) Labor Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2024

SUBJECT: Acceptance of Criminal Justice Commission Restorative Justice Grant Award

RECOMMENDED MOTIONS:

Move to accept the grant award and authorize the County Administrator to sign Document No. 2024-678 between the State of Oregon, acting by and through the Criminal Justice Commission, and the Deschutes County District Attorney's Office.

BACKGROUND AND POLICY IMPLICATIONS:

In 2022, the Oregon Legislature created the Restorative Justice Grant Program to support projects across the state. The program budget for 2023-2025 has a total budget of \$4 million.

The District Attorney's Office was selected to receive a Restorative Justice gap grant in the amount of \$253,000 to support the Emerging Adult Program for an additional six months, allowing the program to run until June 30, 2025. The grant will support program expenses, staff positions at the DA's Office, and two community partners which provide program services.

BUDGET IMPACTS:

\$252,872 in revenue

ATTENDING:

Katie Clason, Deputy District Attorney



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2024

SUBJECT: Approval of Purchase Agreement, Document No. 2024-561; Dedication Deed, Document No. 2024-562; Slope Easement, Document Number 2024-563; and Temporary Construction Easement, Document Number 2024-564 from Michael Gueguen and Elizabeth J. Hays for Right of Way for the Hamhook Road Bridge Replacement Project

RECOMMENDED MOTION:

Move approval of Document Nos. 2024-561, 2024-562, 2024-563, and 2024-564.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners authorized the Road Department to negotiate with owners of properties impacted by the Hamhook Road Bridge Replacement project for the acquisition of right of way by Resolution No. 2024-034. During preliminary design of the project, it was determined that a portion of Tax Lot No. 171214AD00200, owned by Michael Gueguen and Elizabeth J. Hays, would be impacted by the project. The Road Department has negotiated with the property owners for right of way acquisition. The property owners have agreed to the following:

Instrument: Dedication Deed
Area: ±21,818 sq. ft. (±0.50 acre)
Compensation: \$37,056.00
Other Consideration: Permanent fencing as part of the project work

Instrument: Slope Easement
Area: ±1,890 sq. ft. (±0.04 acre)
Compensation: \$468.00
Other Consideration: None

Instrument: Temporary Construction Easement
Area: ±25,619 sq. ft. (±0.59 acre)
Compensation: \$4,376.00
Other Consideration: Temporary fencing as part of the project work

BUDGET IMPACTS:

The County will make payment to the property owners in the amount of \$41,900.00, which is budgeted in the Department’s Fiscal Year 2024-2025 Road Capital Improvement Plan budget.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

<p style="text-align: center;">REVIEWED</p> <hr/> <p style="text-align: center;">LEGAL COUNSEL</p>	<p>For Recording Stamp Only</p>
<p>After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701</p>	

**PURCHASE AGREEMENT
HAMEHOOK ROAD BRIDGE REPLACEMENT PROJECT
Michael Gueguen and Elizabeth J. Hays as Tenants by the Entirety
File No.: 1**

THIS AGREEMENT is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, (“County”); and **Michael Gueguen and Elizabeth J. Hays as Tenants by the Entirety** (“Grantor”), on the following terms and conditions:

RECITALS

1. Hamehook Road is part of the County road system under the jurisdiction and control of County.
2. County is constructing the Hamehook Road Bridge Replacement project on Hamehook Road. County has identified that the property described in the attached **Exhibits A** and depicted in the attached **Exhibits B** is necessary for the Project.
3. Grantor is the owner of the property described in the attached **Exhibits A** and depicted in the attached **Exhibits B**.

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Grantor shall convey to County the real property described in the attached **Exhibits A** and depicted in the attached **Exhibits B** by dedication deed, permanent slope easement, and temporary construction easement for the total

purchase price of **Forty-One Thousand Nine Hundred and No/100 Dollars (\$41,900.00)**.

- 2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or two (2) calendar years following the date all required signatures are obtained, whichever is sooner.

GRANTOR OBLIGATIONS

- 1. Grantor shall provide County with fully signed and executed dedication deed, permanent slope easement, and temporary construction easement for subject property with this Agreement. Upon receipt of purchase payment, Grantor shall immediately deliver possession of property to County.
- 2. Grantor makes the following representations:
 - a. Grantor has no notice from any government agency of any violation of law relating to the property.
 - b. The property has never been used for the storage or disposal of hazardous waste materials.
 - c. Grantor is not a “foreign person” as that term is defined in IRS Code Section 1445.
- 3. If the subject property is subject to any mortgage, deed of trust, land sales contract, or other similar encumbrance, Grantor should review that document to determine whether that document contains any provision under which default may be triggered by the Grantor’s signing of this Agreement or any conveyance instrument.
- 4. Grantor understands that all fences and other improvements that are constructed or reconstructed on real property retained by Grantor pursuant to this Agreement will be the property of Grantor and will be maintained and repaired by the Grantor after completion of the project.
- 5. Grantor understands that any construction lying outside of the traveled portion and shoulders but within the right of way of the county road which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices.

6. Upon Grantor's execution of dedication deed, permanent slope easement and temporary construction easement, Grantor shall remove from the property all personal property, fixtures, and improvements retained by Grantor under the terms of this Agreement. If personal property, fixtures, or improvements are required to be moved, Grantor may be entitled to relocation benefits and assistance which will be provided outside of this Agreement in accordance with the Uniform Relocation Act requirements in conformance with the ODOT Right-of-Way Manual.
7. Grantor understands that this Agreement does not convey any water rights appurtenant to the subject property. If water rights are appurtenant to the subject property, Grantor shall make the necessary arrangements with the applicable irrigation district to transfer water rights to another portion of Grantor's property or quit claim water rights back to the appropriate irrigation district prior to Grantor's execution of dedication deed.
8. Grantor acknowledges that performance of County's obligations under this Agreement constitute just and full compensation for the property (dedication deed, permanent slope easement and temporary construction easement) and any damage to property retained by Grantor.

COUNTY OBLIGATIONS

1. Within thirty (30) calendar days of execution of this Agreement and receipt of fully signed and executed dedication deed, permanent slope easement, and temporary construction easement, County will deliver payment to Grantor in the amount of **Forty-One Thousand Nine Hundred and No/100 Dollars (\$41,900.00)**. County will take immediate possession of property upon delivery of payment.
2. County will be responsible for payment of all recording fees or other costs required for recording conveyance instruments.
3. County will construct, modify, or repair the following improvements:
 - a. Fence – Upon completion of the project, County, State, or their contractor shall install permanent "Type 1" (4) Strand Barbed Wire Fence (as detailed in Oregon Standard Drawings #RD810) where permanent fencing is removed from the dedication and/or permanent slope easement areas. Any gates removed by the project will be restored or replaced in-kind.

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

GRANTOR

DATED this 18 day of July, 2024.



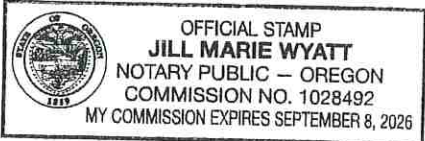
Michael Gueguen
Michael Gueguen

Elizabeth J. Hays
Elizabeth J. Hays

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Michael Gueguen, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Elizabeth J. Hays, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.

Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

DESCHUTES COUNTY, acting by and through its Board of County Commissioners

DATED this ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE-CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

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 _____, 20__.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
RIGHT-OF-WAY DEDICATION

A TRACT OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION NUMBER 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 37.05 FEET TO THE EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES); THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD THE FOLLOWING TWO (2) COURSES: SOUTH 26°27'11" EAST 238.61 FEET TO A POINT OF CURVATURE; THENCE 240.66 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 551.67 FEET, THROUGH A CENTRAL ANGLE OF 24°59'42", AND A CHORD OF SOUTH 13°57'20" EAST 238.76, TO A POINT ON THE CURVE OF THE SAID EAST RIGHT-OF-WAY; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD NORTH 04°16'57" EAST 124.41 FEET TO A POINT OF CURVATURE; THENCE 385.28 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 53°50'26", AND A CHORD OF NORTH 22°38'16" WEST 371.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.50 ACRES (21,818 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR



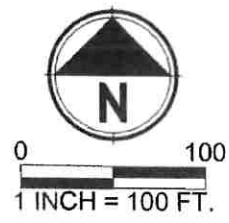
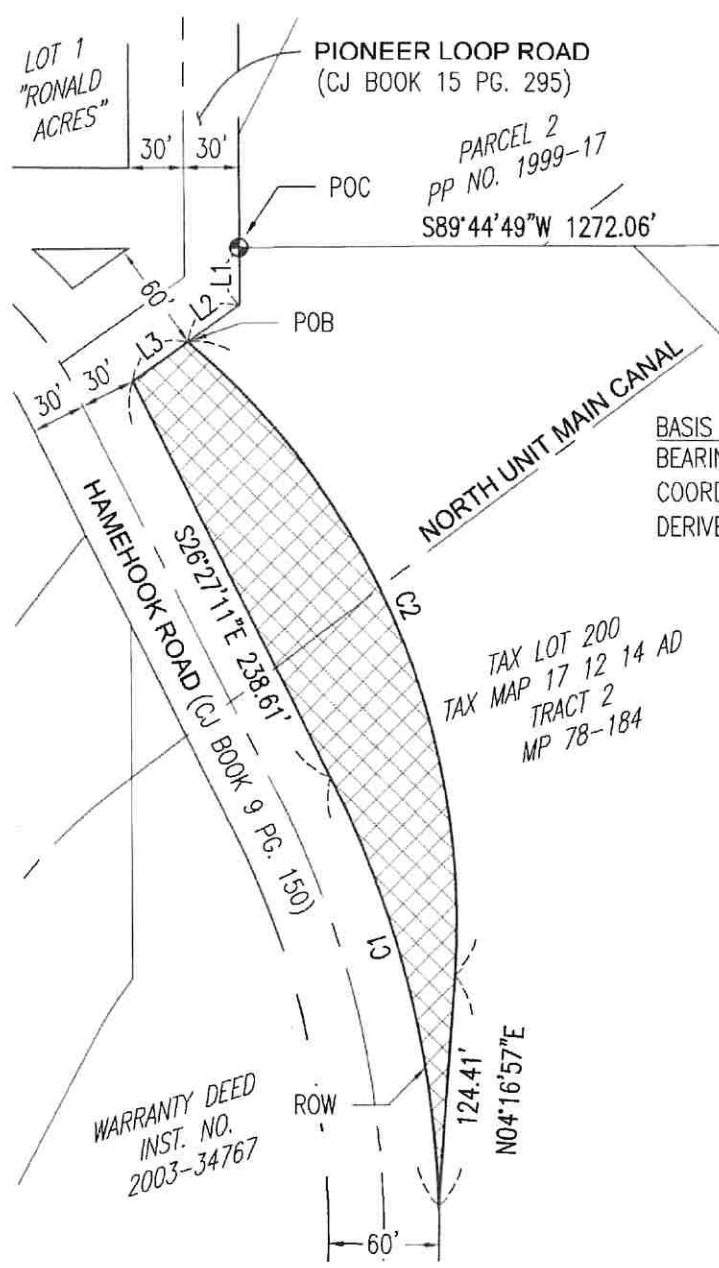
OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT B



RIGHT-OF-WAY DEDICATION EXHIBIT

A TRACT OF LAND LOCATED IN THE SE1/4 OF THE NE1/4 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., CITY OF BEND, DESCHUTES COUNTY, OREGON



BASIS OF BEARINGS
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

LEGEND

-  RIGHT-OF-WAY DEDICATION AREA = ± 0.50 ACRES (± 21,818 SF)
-  5/8" IRON ROD W/ YPC STAMPED "DEA INC."
- SF SQUARE FEET
- ROW RIGHT-OF-WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	31.32'	S0°04'07"E
L2	34.35'	S54°45'53"W
L3	37.05'	S54°45'53"W

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	240.66'	551.67'	24°59'42"	238.76'	S13°57'20"E
C2	385.28'	410.00'	53°50'26"	371.26'	N22°38'16"W

PREPARED FOR
DESCHUTES COUNTY
3-12-2024

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Corey Pacheco
OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT: B

DRWN: CAP
CHKD: CAP
JOB: 297-2509-010
DATE: MARCH 12, 2024

**HAMEHOOK ROAD
RIGHT-OF-WAY DEDICATION EXHIBIT**

Parametrix
150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710

**EXHIBIT A
SLOPE EASEMENT**

THREE (3) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 12.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 12.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO A POINT ON A CURVE HEREIN AFTER REFERRED TO AS "REFERENCE CURVE A", A 229.75 FOOT LENGTH NON-TANGENT CURVE, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26'31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 32°06'22", AND A CHORD OF SOUTH 33°30'18" EAST 226.75 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 2.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 53.18 FEET TO "REFERENCE POINT B" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH AN 11.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 11.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT B" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 16.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 66.18 FEET TO "REFERENCE POINT C" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH A 13.00-FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 13.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT C" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 52.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 38.13 FEET TO THE TERMINUS OF THIS WEST LINE.

THE ABOVE-DESCRIBED TRACTS OF LAND CONTAINS 1,890 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT B

SLOPE EASEMENT EXHIBIT

TRACTS OF LAND LOCATED IN THE SE1/4 OF THE NE1/4 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., CITY OF BEND, DESCHUTES COUNTY, OREGON

LEGEND



SLOPE EASEMENTS
AREA = ± 0.04 ACRES
(± 1,890 SF)



5/8" IRON ROD W/ YPC
STAMPED "DEA INC."

SF

SQUARE FEET

ROW

RIGHT-OF-WAY

POC

POINT OF COMMENCEMENT

YPC

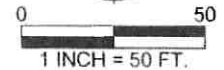
YELLOW PLASTIC CAP

POB

POINT OF BEGINNING

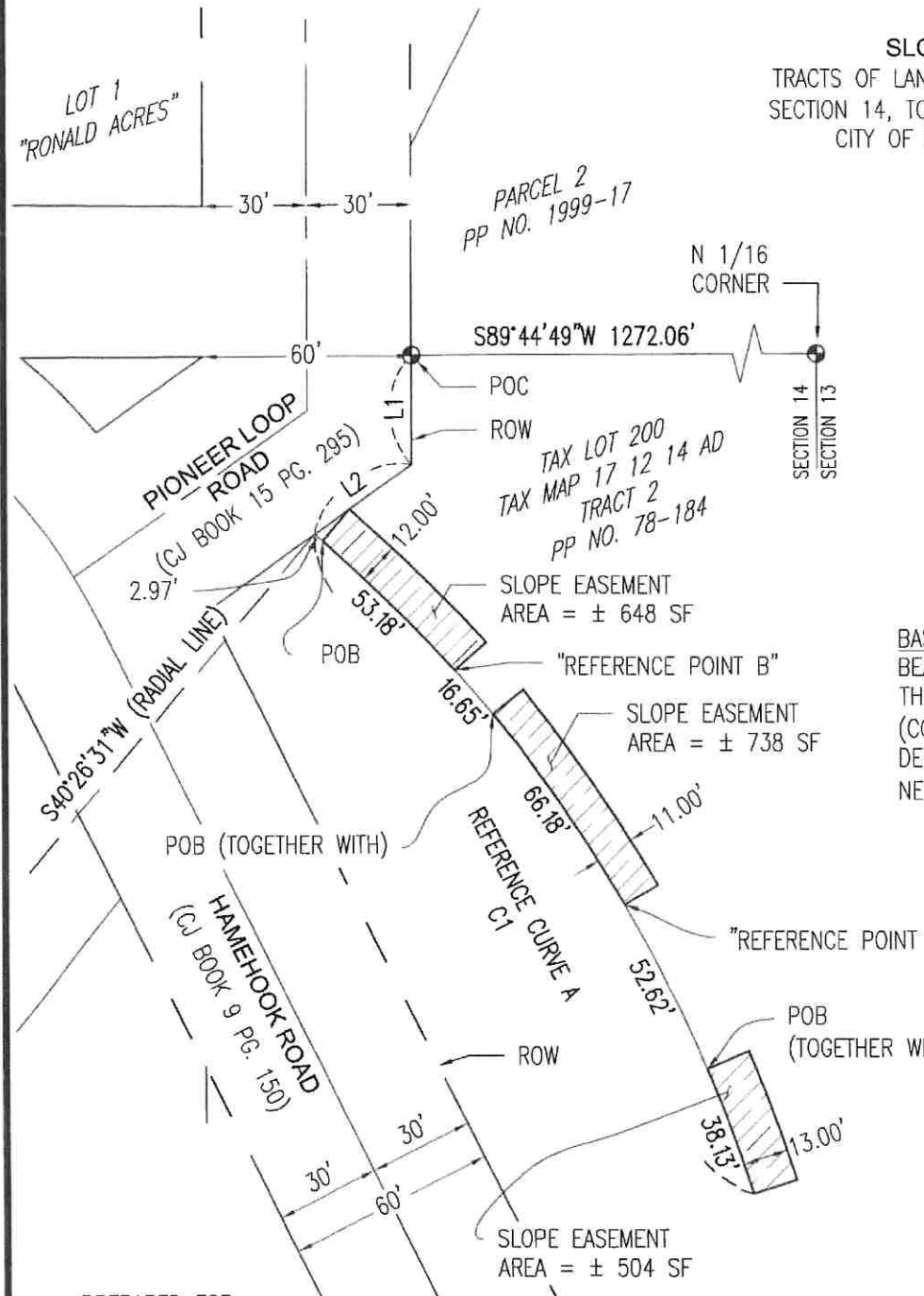
BASIS OF BEARINGS

BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).



LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	31.32'	S0°04'07"E
L2	34.35'	S54°45'53"W

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	229.75'	410.00'	32°06'22"	226.75'	S33°30'18"E



PREPARED FOR
DESCHUTES COUNTY

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT: B	HAMEHOOK ROAD SLOPE EASEMENT EXHIBIT
DRWN: CAP	<p>150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710</p>
CHKD: CAP	
JOB: 297-2509-010	
DATE: MARCH 12, 2024	

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

TWO (2) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-30769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 140.27 FEET, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26'31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 19°36'09", AND A CHORD OF SOUTH 39°45'25" EAST 139.59 FEET, TO A POINT HEREIN REFERRED TO AS "REFERENCE POINT A"; THENCE NORTH 52°42'21" EAST 93.45 FEET; THENCE NORTH 00°15'11" WEST 102.42 FEET TO THE SOUTH LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTH LINE SOUTH 89°44'49" WEST 135.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT A"; THENCE SOUTH 26°27'40" EAST 49.98 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT, AND THE POINT OF BEGINNING; THENCE 126.33 FEET ALONG SAID CURVE TO THE RIGHT, IN WHICH THE RADIUS POINT BEARS SOUTH 67°01'59" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'15", AND A CHORD OF SOUTH 14°08'24" EAST 125.83 FEET; THENCE NORTH 82°35'26" EAST 40.54 FEET; THENCE NORTH 00°46'11" EAST 143.20 FEET; THENCE NORTH 26°34'40" WEST 25.20 FEET; THENCE SOUTH 51°31'42" WEST 78.66 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACTS OF LAND CONTAIN 0.59 ACRES (25,619 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

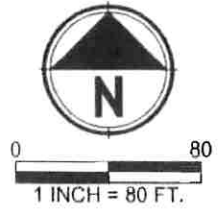
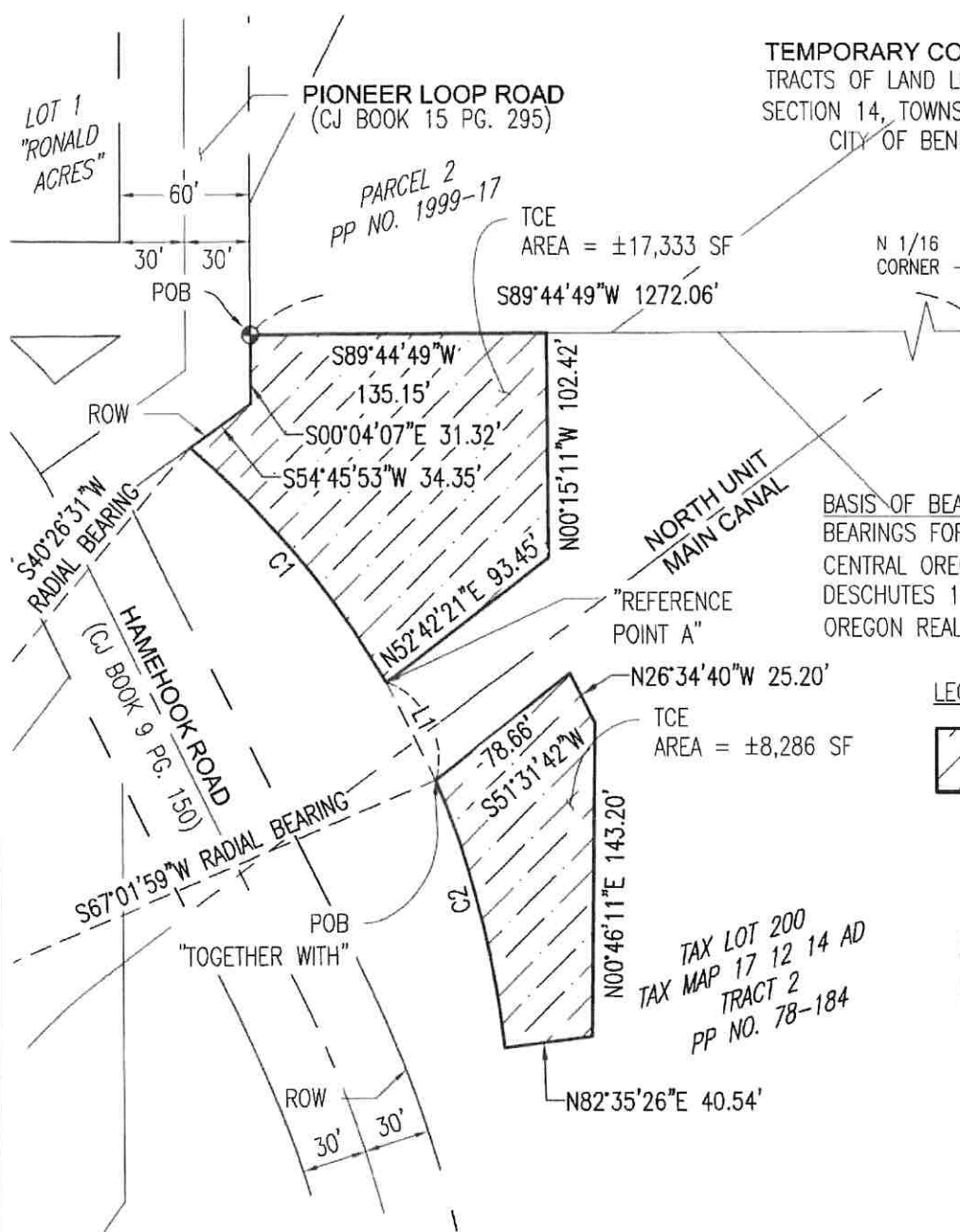
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

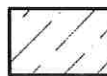

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
 TRACTS OF LAND LOCATED IN THE SE1/4 OF THE NE1/4
 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M.,
 CITY OF BEND, DESCHUTES COUNTY, OREGON



BASIS OF BEARINGS
 BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

LEGEND

-  TCE AREA = ± 0.59 ACRES (± 25,619 SF)
-  5/8" IRON ROD W/ YPC STAMPED "DEA INC."
- SF SQUARE FEET
- ROW RIGHT-OF-WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP
- TCE TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	49.98'	S26°27'40"E

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	140.27'	410.00'	19°36'09"	139.59'	S39°45'25"E
C2	126.33'	410.00'	17°39'15"	125.83'	S14°08'24"E

PREPARED FOR
 DESCHUTES COUNTY
 3-12-2024

REGISTERED PROFESSIONAL LAND SURVEYOR

Corey Pacheco
 OREGON
 JULY 11, 2023
 COREY PACHECO
 101863
 EXPIRES: 12-31-2024

EXHIBIT: B	HAMEHOOK ROAD TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
	Parametrix
	150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710
	DRWN: CAP CHKD: CAP JOB: 297-2509-010 DATE: MARCH 12, 2024

REVIEWED

LEGAL COUNSEL

07/29/2024 Item #2.

For Recording Stamp Only

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

DEED OF DEDICATION

Michael Gueguen and Elizabeth J. Hays as Tenants by the Entirety, Grantor, does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is Thirty-Seven Thousand Fifty-Six and No/100 Dollars (\$37,056.00).

DATED this 18 day of July, 2024.



Michael Gueguen
Michael Gueguen
Elizabeth J. Hays
Elizabeth J. Hays

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Michael Gueguen, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Elizabeth J. Hays, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

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 ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

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 _____, 2024.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

**EXHIBIT A
RIGHT-OF-WAY DEDICATION**

A TRACT OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION NUMBER 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 37.05 FEET TO THE EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES); THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD THE FOLLOWING TWO (2) COURSES: SOUTH 26°27'11" EAST 238.61 FEET TO A POINT OF CURVATURE; THENCE 240.66 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 551.67 FEET, THROUGH A CENTRAL ANGLE OF 24°59'42", AND A CHORD OF SOUTH 13°57'20" EAST 238.76, TO A POINT ON THE CURVE OF THE SAID EAST RIGHT-OF-WAY; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD NORTH 04°16'57" EAST 124.41 FEET TO A POINT OF CURVATURE; THENCE 385.28 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 53°50'26", AND A CHORD OF NORTH 22°38'16" WEST 371.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.50 ACRES (21,818 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR



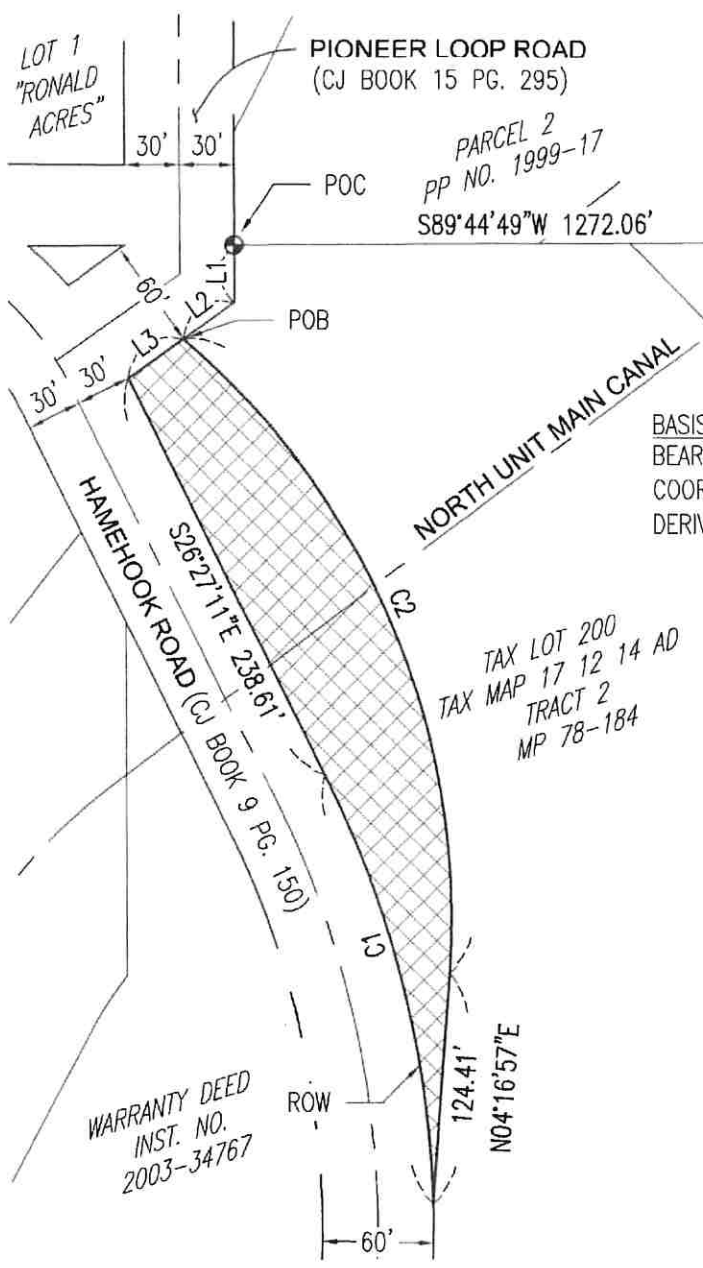
OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT B



RIGHT-OF-WAY DEDICATION EXHIBIT

A TRACT OF LAND LOCATED IN THE SE1/4 OF THE NE1/4 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., CITY OF BEND, DESCHUTES COUNTY, OREGON



BASIS OF BEARINGS
 BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

LEGEND

-  RIGHT-OF-WAY DEDICATION AREA = ± 0.50 ACRES (± 21,818 SF)
-  5/8" IRON ROD W/ YPC STAMPED "DEA INC."
- SF SQUARE FEET
- ROW RIGHT-OF-WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	31.32'	S0°04'07"E
L2	34.35'	S54°45'53"W
L3	37.05'	S54°45'53"W

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	240.66'	551.67'	24°59'42"	238.76'	S13°57'20"E
C2	385.28'	410.00'	53°50'26"	371.26'	N22°38'16"W

PREPARED FOR
 DESCHUTES COUNTY
 3-12-2024

REGISTERED PROFESSIONAL LAND SURVEYOR

Corey Pacheco

OREGON
 JULY 11, 2023
 COREY PACHECO
 101863

EXPIRES: 12-31-2024

EXHIBIT: B
DRWN: CAP
CHKD: CAP
JOB: 297-2509-010
DATE: MARCH 12, 2024

**HAMEHOOK ROAD
 RIGHT-OF-WAY DEDICATION EXHIBIT**

Parametrix

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
 Ph: 541.508.7710

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

After recording return to:
Deschutes County Road Department
61150 S.E. 27th Street
Bend, Oregon 97702

PERMANENT SLOPE EASEMENT DEED

Michael Gueguen and Elizabeth J. Hays as Tenants by the Entirety, Grantor, does hereby grant to Deschutes County, a political subdivision of the State of Oregon, Grantee, a permanent easement over, across and through that certain parcel of land described in Exhibit "A" and depicted in the attached Exhibit "B", attached hereto and by this reference incorporated herein, to construct and maintain slopes and other roadway facilities.

This Permanent Slope Easement is intended to grant the easement on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easement granted shall not prevent Grantors from the use of said property provided, however, that such use shall not be permitted to interfere with the rights herein granted. Grantor shall not be permitted to endanger the lateral support of any facilities constructed within or adjacent to the easements granted herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property and the construction or improvement in the public way.

Grantor(s) hereby covenant(s) to and with Grantee that it/they/are the owner of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

The true consideration for this conveyance is Four Hundred Sixty-Eight and No/100 Dollars (\$468.00).

DATED this 18 day of July, 2024.

Michael Gueguen
Michael Gueguen

Elizabeth J. Hays
Elizabeth J. Hays

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Michael Gueguen, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Elizabeth J. Hays, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Permanent Slope Easement on behalf of the public pursuant to ORS 93.808.

DATED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

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 _____, 2024.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
SLOPE EASEMENT

THREE (3) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 12.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 12.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO A POINT ON A CURVE HEREIN AFTER REFERRED TO AS "REFERENCE CURVE A", A 229.75 FOOT LENGTH NON-TANGENT CURVE, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26'31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 32°06'22", AND A CHORD OF SOUTH 33°30'18" EAST 226.75 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 2.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 53.18 FEET TO "REFERENCE POINT B" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH AN 11.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 11.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT B" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 16.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 66.18 FEET TO "REFERENCE POINT C" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH A 13.00-FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 13.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT C" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 52.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 38.13 FEET TO THE TERMINUS OF THIS WEST LINE.

THE ABOVE-DESCRIBED TRACTS OF LAND CONTAINS 1,890 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024
REGISTERED
PROFESSIONAL
LAND SURVEYOR
Corey Pacheco
OREGON
JULY 11, 2023
COREY PACHECO
101863
EXPIRES: 12-31-2024

EXHIBIT B

SLOPE EASEMENT EXHIBIT

TRACTS OF LAND LOCATED IN THE SE1/4 OF THE NE1/4 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., CITY OF BEND, DESCHUTES COUNTY, OREGON

LEGEND



SLOPE EASEMENTS
AREA = ± 0.04 ACRES
(± 1,890 SF)



5/8" IRON ROD W/ YPC
STAMPED "DEA INC."

SF

SQUARE FEET

ROW

RIGHT-OF-WAY

POC

POINT OF COMMENCEMENT

YPC

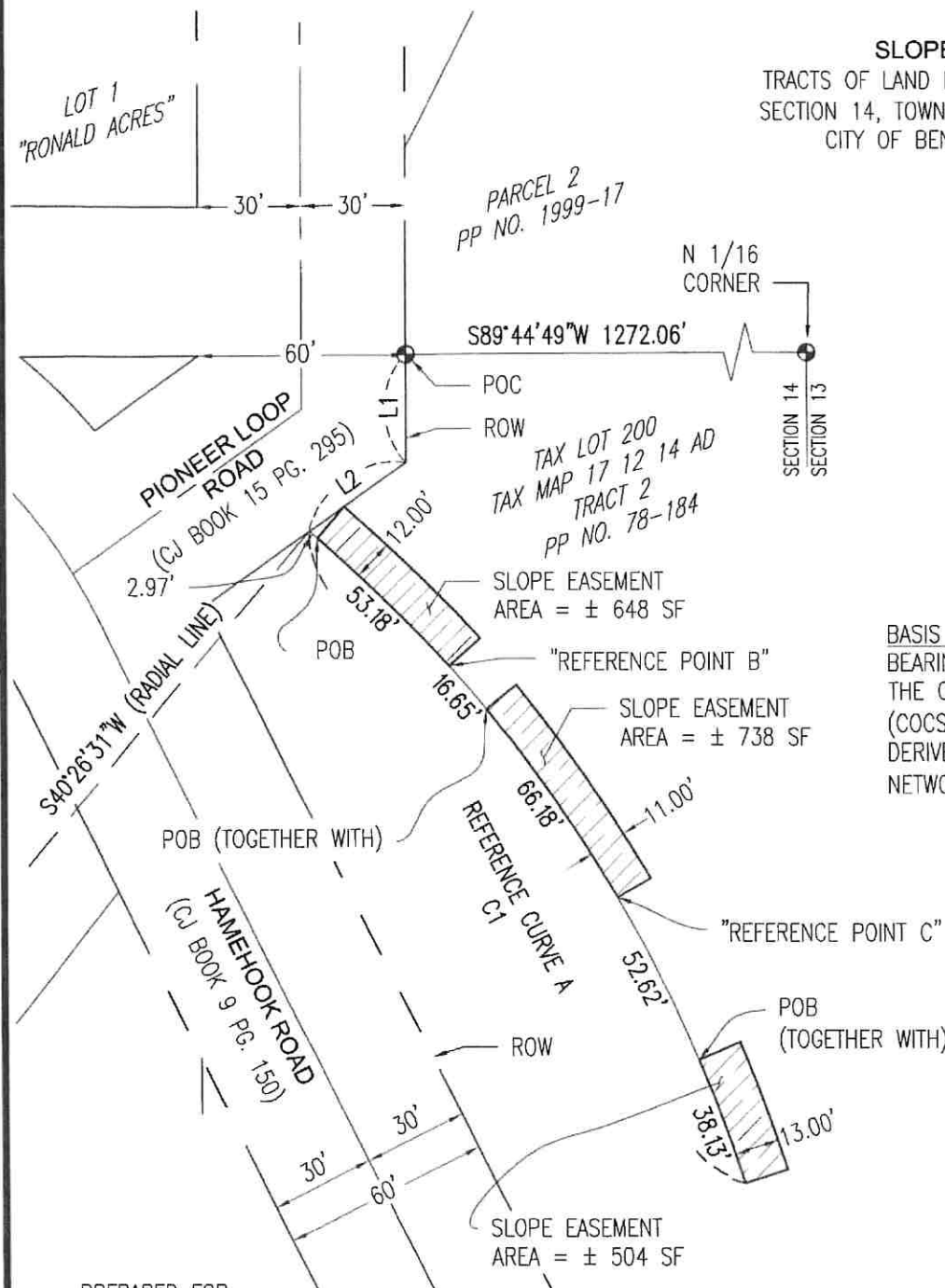
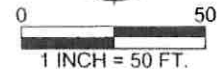
YELLOW PLASTIC CAP

POB

POINT OF BEGINNING

BASIS OF BEARINGS

BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).



LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	31.32'	S0°04'07"E
L2	34.35'	S54°45'53"W

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	229.75'	410.00'	32°06'22"	226.75'	S33°30'18"E

PREPARED FOR
DESCHUTES COUNTY

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corey Pacheco

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT: B	HAMEHOOK ROAD SLOPE EASEMENT EXHIBIT
DRWN: CAP	<p>150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710</p>
CHKD: CAP	
JOB: 297-2509-010	
DATE: MARCH 12, 2024	

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

After recording return to:
Deschutes County Road Department
61150 S.E. 27th Street
Bend, Oregon 97702

TEMPORARY CONSTRUCTION EASEMENT

Michael Gueguen and Elizabeth J. Hays as Tenants by the Entirety, Grantor, does hereby grant to Deschutes County, Oregon, Grantee, its successors and assigns, a Temporary Construction Easement for construction purposes, over and across the Grantor's property as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is Four Thousand Three Hundred Seventy-Six and No/100 Dollars (\$4,376.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Grantee's use of the easement shall include the right for the Grantee, its employees, agents, assigns, contractors and employees of contractors, to enter and use the easement area for construction work in connection with the Hamehook Road Bridge Replacement Project.

The term and duration of this temporary construction easement shall be from start date of construction to the completion of the Hamehook Road Bridge Replacement Project, or two (2) calendar years following the date all required signatures are obtained, whichever is sooner.

This document is intended to grant easements on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easements granted shall not prevent Grantors from the use of said property provided, however, that such use shall not be permitted to interfere with the rights herein granted. Grantor shall not be permitted to endanger the lateral support of any facilities constructed within or adjacent to the easements granted herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property and the construction or improvement in the public way.

Grantors hereby covenant to and with Grantee that they are the owners of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

DATED this 18 day of July, 2024.

Michael Gueguen
Michael Gueguen

Elizabeth J. Hays
Elizabeth J. Hays

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Michael Gueguen, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.



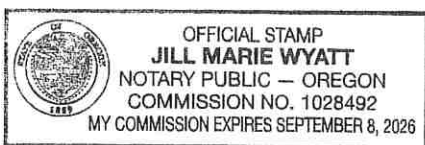
Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026



STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Elizabeth J. Hays, and acknowledged the foregoing instrument.

Dated this 18 day of July, 2024.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

TWO (2) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-30769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 140.27 FEET, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26'31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 19°36'09", AND A CHORD OF SOUTH 39°45'25" EAST 139.59 FEET, TO A POINT HEREIN REFERRED TO AS "REFERENCE POINT A"; THENCE NORTH 52°42'21" EAST 93.45 FEET; THENCE NORTH 00°15'11" WEST 102.42 FEET TO THE SOUTH LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTH LINE SOUTH 89°44'49" WEST 135.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT A"; THENCE SOUTH 26°27'40" EAST 49.98 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT, AND THE POINT OF BEGINNING; THENCE 126.33 FEET ALONG SAID CURVE TO THE RIGHT, IN WHICH THE RADIUS POINT BEARS SOUTH 67°01'59" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'15", AND A CHORD OF SOUTH 14°08'24" EAST 125.83 FEET; THENCE NORTH 82°35'26" EAST 40.54 FEET; THENCE NORTH 00°46'11" EAST 143.20 FEET; THENCE NORTH 26°34'40" WEST 25.20 FEET; THENCE SOUTH 51°31'42" WEST 78.66 FEET TO THE POINT OF BEGINNING.

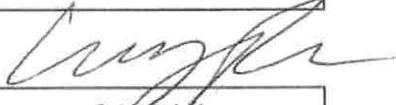
THE ABOVE-DESCRIBED TRACTS OF LAND CONTAIN 0.59 ACRES (25,619 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

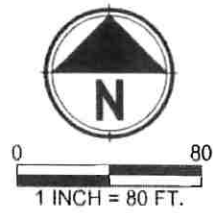
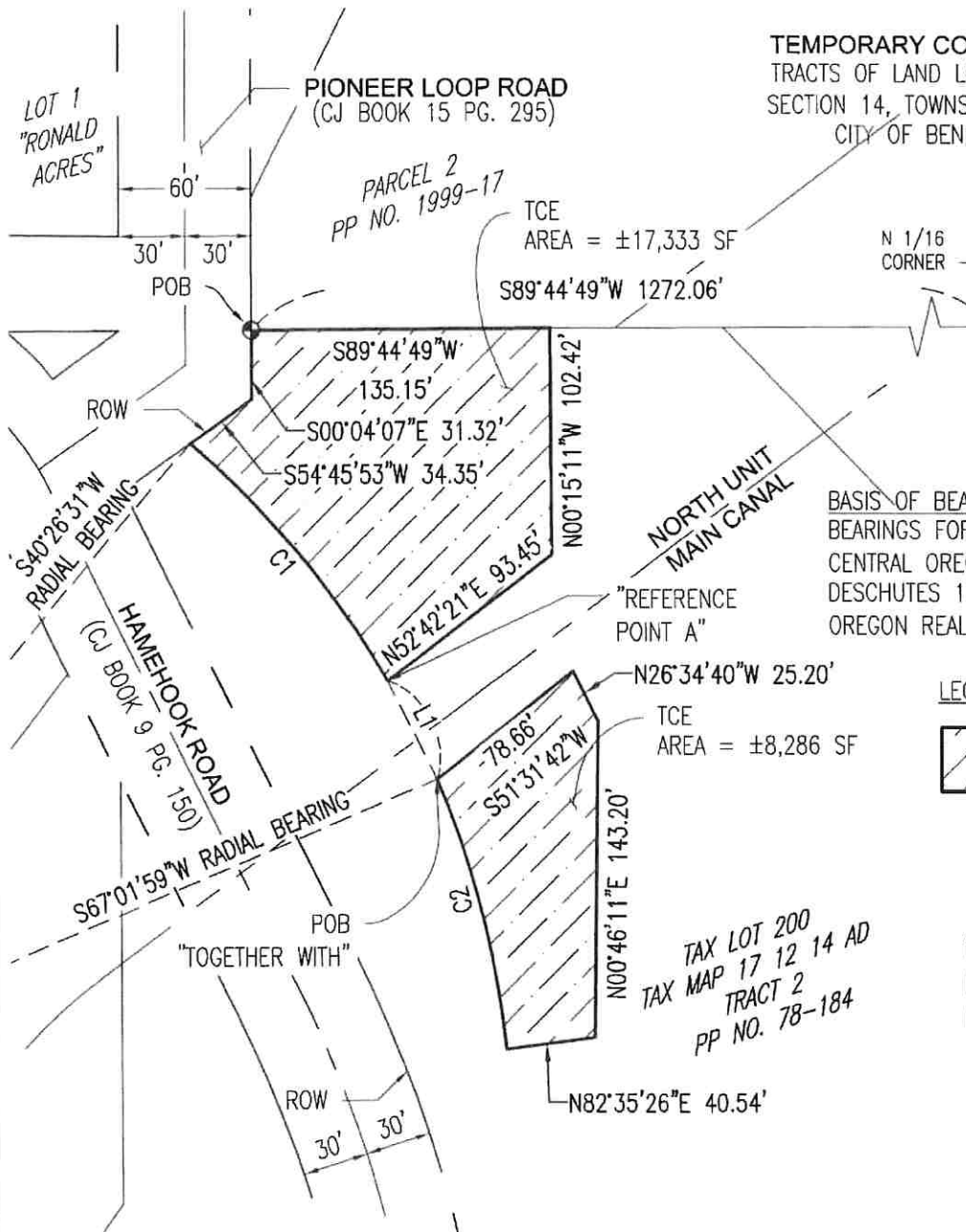


OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

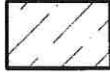

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
 TRACTS OF LAND LOCATED IN THE SE1/4 OF THE NE1/4
 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M.,
 CITY OF BEND, DESCHUTES COUNTY, OREGON



BASIS OF BEARINGS
 BEARINGS FOR THIS EXHIBIT ARE BASED ON THE
 CENTRAL OREGON COORDINATE SYSTEM (COCS),
 DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE
 OREGON REAL-TIME GNSS NETWORK (ORGN).

LEGEND

-  TCE AREA = ± 0.59 ACRES (± 25,619 SF)
-  5/8" IRON ROD W/ YPC STAMPED "DEA INC."
- SF SQUARE FEET
- ROW RIGHT-OF-WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP
- TCE TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	49.98'	S26°27'40"E

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	140.27'	410.00'	19°36'09"	139.59'	S39°45'25"E
C2	126.33'	410.00'	17°39'15"	125.83'	S14°08'24"E

PREPARED FOR
 DESCHUTES COUNTY
 3-12-2024

**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Corey Pacheco
 OREGON
 JULY 11, 2023
 COREY PACHECO
 101863

EXPIRES: 12-31-2024

EXHIBIT: B

DRWN: CAP
 CHKD: CAP
 JOB: 297-2509-010
 DATE: MARCH 12, 2024

**HAMEHOOK ROAD
 TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**

Parametrix
 150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
 Ph: 541.508.7710



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2024

SUBJECT: Approval of a contract with Trident Professional Security to provide services at the Deschutes County Health Services Stabilization Center

RECOMMENDED MOTION:

Move approval of Document No. 2024-439, a contract with Trident Professional Security to provide services at the Deschutes County Health Services Stabilization Center.

BACKGROUND AND POLICY IMPLICATIONS:

In April 2024, Deschutes County Health Services (DCHS) issued a Request for Proposals and subsequently considered submissions for private security services at the Stabilization Center. DCHS determined the successful proposer to be Trident Professional Security and seeks Board approval of a contract for the provision of security services.

Trident Professional Security shall provide security services at the Stabilization Center location as follows: Monday 12AM-7AM, Monday through Friday, 3PM to 7AM, and Saturday and Sunday 24 hours a day.

At a minimum, Trident shall:

- Provide customer service of a welcoming and friendly manner in the form of giving directions, answering questions, and providing other general information to employees, customers, visitors and vendors.
• Adhere to Stabilization Center's policies and procedures related to safety, client rights and client privacy.
• Notify designated on-site staff of any escalated clients, hazards, safety violations or other conditions that indicate potential unsafe conditions.
• Monitor the environment while stationary and while routinely walking the premises, both indoors and outdoors.
• Monitor building cameras when not walking the premises.
• Attend staff meetings as requested.
• Tracking individual's times in and out of the building.

BUDGET IMPACTS:

\$252,000, funded by a grant received from the Central Oregon Health Council

ATTENDANCE:

Kim Bohme, Administrative Supervisor, Stabilization Center



HEALTH SERVICES

REVIEWED
KR
LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2024-439**

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as "County", and Trident Professional Security hereinafter referred to as "Contractor", collectively referred to as "Party" or "Parties". The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be **August 1, 2024**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **June 30, 2025**. County shall have the option to extend this contract in one-year increments at the end of each fiscal year, but in no event shall this Contract extend past July 1, 2029. Upon County's exercise of its option to extend, the parties shall have the right to renegotiate this Exhibit B (Statement of Work, Compensation Payment Terms and Schedule). Any Contract extension and/or renegotiation of Exhibit B requires mutual written agreement of the parties. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit B.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit B.

Contract Documents. This Contract includes Page 1 - 13 and Exhibits A-I.

DESCHUTES COUNTY SERVICES CONTRACT
DOCUMENT NO. 2024-439
SIGNATURE PAGE

CONTRACTOR DATA AND SIGNATURE

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided on the W-9 form and Deschutes County Health Services Vendor Application form.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits D, E (if applicable), G and I.

Signature: 
Chris Mattison (Jul 24, 2024 09:38 PDT)

Email: cmattison@tridentprofessionalsecurity.com

Title: CEO

Company: Trident Professional Security

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$250,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY DIRECTOR OF HEALTH
SERVICES

PATTI ADAIR, Chair

ANTHONY DeBONE , Vice Chair

PHIL CHANG , Commissioner

STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

1. **Time is of the Essence.** Contractor shall provide Security Services at the Deschutes County Health Services Stabilization Center location, Monday 12AM-7AM, Monday through Friday, 3PM to 7AM, and Saturday/Sunday (weekend), twenty-four (24) hours a day, twelve 12AM to 11:59PM.

2. **Contractor's Services.** Description of services here.

- Exhibit A OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS
- Exhibit B STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE
- Exhibit C INSURANCE
- Exhibit D CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
- Exhibit E WORKER'S COMPENSATION EXEMPTION CERTIFICATION
- Exhibit F EXPENSE REIMBURSEMENT
- Exhibit G CONFIDENTIALITY AGREEMENT
- Exhibit H FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
- Exhibit I CONFLICT OF INTEREST

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded by Central Oregon Health Council – Stabilization (2024 COHC Surplus). The program is further described in Exhibit A.

3. **Consideration.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit B.

- A. Payments shall be made to Contractor following County's review and approval of invoice and deliverables submitted by Contractor.
- B. All Contractor invoices are subject to the maximum compensation amount of this Contract stated in Exhibit B.
- C. Contractor shall not submit invoices for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this Contract.
- D. This Contract shall not be amended after the expiration date.
- E. Contractor shall submit a final invoice for work performed describing all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
- F. Prior to approval or payment of any invoices, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption. Invoices may require such supporting documentation as signed time cards, travel receipts, or other reports.
- G. Should County discover Contractor is committing or has committed "fraud" and/or "abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Contractor under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Contractor has been found willfully committing "fraud" and/or "abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Contractor under this Contract and any fines or penalties charged to County as a result of Contractor's actions. In the event that the County determines that Contractor is responsible for the repayment of any funds paid to Contractor, in addition to any fines or penalties charged to the County due to Contractor willfully committing "fraud" and "abuse", Contractor agrees to make such payment (and upon request by County, authorize County withhold of funds otherwise due to Contractor) within ten (10) days of notification by

County. If federal or state authorities demand the repayment of funds received under this Contract, County may recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.

H. In the event that an insurance, statutorily required operating license or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the insurance, license or letter of approval, whichever date is earlier.

4. Delegation, Subcontracts and Assignment. Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.

- A. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
- B. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
- C. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
- D. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
- E. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.

5. No Third Party Beneficiaries.

- A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

7. Early Termination. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. This Contract may be terminated as follows:

- A. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- C. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. This Contract may be modified to accommodate the change in available funds.
 - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.

- 4) If any insurance, license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such insurance, license or certificate.

D. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:

- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
- 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
- 3) 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.

E. County Default or Breach.

- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
- 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

F. Immediate Termination.

- 1) Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 - a. Misuse of funds.
 - b. Intentional falsification of records.
 - c. Acts or omissions that jeopardize the health, safety, or security of individuals or If County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
 - In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.
 - In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
 - Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.

8. Payment on Early Termination. Upon termination pursuant to paragraph 7, payment shall be made as follows:

- A. If terminated under subparagraphs 7 A. through C. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services as outlined in subparagraphs 7 D. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.

- C. If this Contract is terminated under subparagraph 7 F. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- D. If terminated under subparagraph 7 E of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Specifically:
- 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, less the amount of any claims County has against Contractor; and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) County's payment to Contractor under this subparagraph 8(D) is subject to the limitations under paragraph 9 of this Contract.

9. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under subparagraphs 7 (A) through (C) of this Contract shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
- 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated by the County due to a breach by the Contractor under subparagraph 7 (D) of this Contract, County may pursue any remedies available at law or in equity.
- 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. Deschutes County Health Service's Department Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

10. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-

progress and other property that are or would be deliverables had this Contract been completed.

- B. Upon County’s request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

11. Work Standard.

- A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- B. For goods and services to be provided under this Contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor’s facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

12. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

13. Insurance. Contractor shall provide insurance in accordance with Exhibit C attached hereto and incorporated by reference herein. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.

14. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement to Contractor for expenses, in addition to Exhibit F, Exhibit B shall state whether Contractor is or is not entitled to reimbursement for such approved expenses.

- A. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this Contract.
- B. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- C. The cost of any subcontracted work approved in this Contract shall not be marked up.
- D. Contractor shall not invoice County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this Contract.
- E. The limitations applicable to reimbursable expenses are set forth in Exhibit F, attached hereto and by reference incorporated herein.

15. Criminal Background Investigations. Contractor understands that Contractor and Contractor’s employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

16. Confidentiality. In addition to the obligations imposed upon Contractor by **Exhibit G**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- F. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.
- G. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations.
- H. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations.
- I. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Contract. To the extent any provision of the Business Associate Agreement or Confidentiality Agreement is inconsistent with a provision of this paragraph 16, the Business Associate Agreement or Confidentiality Agreement shall govern.
- J. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Contractor shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA) implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

17. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

18. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- A. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

- B. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
 - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.
- C. Contractor shall permit County and OHA to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- D. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
- E. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

19. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce,

prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

20. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

21. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

22. Indemnity and Hold Harmless.

- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its current and former officers, departments, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of, or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claims that any work, work product or other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or that the County's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's Legal Counsel, in a form and manner determined appropriate by the County's Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's Legal Counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- D. Contractors that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

23. Waiver.

- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

- 24. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon..
 - B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 25. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract.
- 26. Counterparts.** This Contract 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 this Contract so executed shall constitute an original.
- 27. Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
 - C. Any electronic mail shall be deemed delivered when receipt has been confirmed either by the recipient or by electronic confirmation performed by the electronic mail platform.
 - D. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Chris Mattison	Holly Harris, Deputy Director
Trident Professional Security	Deschutes County Health Services
438 NE Poplar Ave.	2577 NE Courtney Dr.
Redmond, OR 97756	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7565
cmattison@tridentprofessionalsecurity.com	Holly.harris@deschutes.org

<u>To County – for Notices & Terminations:</u>	<u>To County – Accounts Payable:</u>
Grace Justice Evans, Contract Specialist	Accounts Payable
Deschutes County Health Services	Deschutes County Health Services
2577 NE Courtney Dr.	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-322-7565	Fax No. 541-322-7565
Grace.evans@deschutes.org	_HSAccountsPayable@deschutes.org

- 28. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties.

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

29. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

30. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in: 5 (No Third Party Beneficiaries); 6 (Successors in Interest); 9 (Remedies); 10 (Contractor's Tender upon Termination); 16 (Confidentiality); 18 (Access to Records); 19 (Ownership of Work); 21 (Partnership); 22 (Indemnity & Hold Harmless); 23 (Waiver); 24 (Governing Law); 25 (Severability); 26 (Counterparts); 27 (Notice); 28 (Merger Clause); 29 (Identity Theft Protection); 31 (Representations & Warranties).

31. Representations and Warranties.

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor 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 Contractor's industry, trade or profession in the state of Oregon;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - 7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.
- B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

32. Representation and Covenant.

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

33. Nondiscrimination. Contractor must provide services to clients without regard to race, color, 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 including, but not limited to, limited English language proficiency.

34. Amendment.

- A. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.

- B. With the exception of subparagraph 34(a), above. This Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 34 shall be void and of no effect.

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Program Outline:

Contractor shall provide Security Services at the Deschutes County Health Services Stabilization Center location, Monday 12AM-7AM, Monday through Friday, 3PM to 7AM, and Saturday/Sunday (weekend), twenty-four (24) hours a day, twelve 12AM to 11:59PM.

At a minimum, services shall include:

- Customer service of a welcoming and friendly manner in the form of providing directions, answering questions, or other information to employees, customers, visitors and vendors.
- Adhere to Stabilization Center’s policies and procedures related to safety, client rights and client privacy.
- Notify designated on-site staff of any escalated clients, hazards, safety violations or other conditions that warrant potential unsafe conditions.
- Perform a combination of stationary monitoring and routinely walking premises, both indoors and outdoors
- Monitor building camera when not walking the premises
- Attend staff meetings as requested.
- Tracking individuals times in and out of the building

Program Definitions:

1. Private Security Professional – An individual who performs, as the individual’s primary responsibility, private security services for consideration.

2. Private Security Services – The performance of at least one (1) of the following activities:
 - i. Observing and reporting unlawful activity;
 - ii. Preventing or detecting theft or misappropriation of any goods, money or other items of value;
 - iii. Protecting individuals or property, including, but not limited to proprietary information, from harm or misappropriation;
 - iv. Controlling access to premises being protected or controlling access to premises at an entry to the premises or any portion of the premises;
 - v. Presence is intended to provide a sense of security to staff and community members and act as a resource in the event of applicable emergency situations.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Contract Monitoring. County shall monitor Contractor’s delivery of services and promptly report to Contractor when County identifies a deficiency in Contractor’s delivery of a service or in Contractor’s compliance with the Contract. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Contractor. County shall also monitor the fiscal performance of Contractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in Contractor’s delivery of a service or in a Contractor’s compliance with the Contract between the Contractor and County, nothing shall limit or qualify any right or authority County has under state or federal law to take action directly against the Contractor.

- 1. Contractor shall perform the following work.** Contractor shall provide professional Security Services at the Deschutes County Health Services Stabilization Center (“Stabilization Center”) location. Contractor must be capable of meeting or exceeding the following service level specifications:
 - A. Provide Security Services Monday 12AM-7AM, Monday-Friday, 3PM to 7AM and Saturday/Sunday (weekend) twenty-four-(24) hours a day, 12AM to 11:59PM.
 - B. Provide approved guard uniform, including any belt and equipment. Uniform and equipment must foster a professional, consistent appearance and be consistent with level 1 dressed down protocols and unarmed.
 - C. Responsible for all hiring and training of Security Professional, including any replacement of existing Security Personnel. Security personnel must be trained in evidence-based and best practice interventions to prevent and address disruptive behaviors and behavioral health crisis (such as Crisis Prevention Institute- CPI), Basic First Aid and Cardiopulmonary Resuscitation (CPR) and Opioid overdose kits and administration of Narcan. Additional trainings may include but not be limited to: client-centric care training, Oregon Department of Public Safety Standards and Training, and Crisis Intervention Team training (offered by the Stabilization Center).
 - D. Conduct criminal background checks on all Security personnel and certify to County that nothing revealed by such background checks of said personnel that would create a reasonable doubt about the utilization of same for the services in a safe manner with the proper regard for security of Stabilization Center, employees, affiliates, subsidiaries, clients, customers, vendors and other third parties.
 - E. Contractor shall be responsible for certifying any and all Security personnel whose background checks indicate the following convictions shall not be assigned to the Stabilization Center: any felony conviction, any conviction resulting in time spent in jail, more than one (1) misdemeanor of any kind (excluding traffic violations), any sex offense, any offense involving a weapon, any offense involving violence, any crime against a previous employer, and any crime involving fraud, theft, deception, etc.
 - F. Contractor shall be responsible for ensuring Security Professional strictly complies with Stabilization Center’s drug-free workplace policies, as the same may be amended by Stabilization Center in its sole discretion.
 - G. County will have the option to meet with guards who are to be assigned to regular duties at the Stabilization Center and participate in the interviewing process to ensure the potential officer would be a good fit.
 - H. County will reserve the right, at its sole discretion, to require the Contractor to remove any guard for any lawful reason and request a suitable replacement from the Contractor.
 - I. Contractor agrees to ensure compliance from its employees of all federal, state, and local laws and policies relating to confidentiality and Protected Health Information.

- 2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
 - A. Designate an email for daily summary and reports.
 - B. Designate applicable emergency contacts for County Stabilization Center location and keep Contractor updated on most current emergency contact list.

- C. County shall request applicable Security Professionals from Contractor in accordance with the fee schedule and shift schedule outlined in Paragraph 3, "Consideration".
- D. County will provide designated office space at the County Stabilization Center to include water, sewer, electric and janitorial services.
- E. County will provide a break room, kitchen or cafeteria where Security Professional may use for meal times or break times.
- F. County will reserve the right, at its sole discretion, to require the contractor to remove any guard for any lawful reason and request a suitable replacement from the contractor.

3. Consideration. County shall provide payments to Contractor once Contractor's invoice is approved.

- A. County will pay Contractor on a fee-for-service basis at the rates outlined below. The maximum number of hours Contractor is authorized to work under this Contract is 128 hours per week unless contract is amended.

Pricing:	
Unarmed Officer Hourly Rate	Standard: \$40 per hour per Security Officer
	Holiday/Overtime: \$60 per hour per Security Officer
Recognized Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.	
Fees:	72 hour cancellation fee: \$200 per event
	Reschedule Fee: \$100 per occurrence
	Extra vehicle patrol check: \$20 per vehicle patrol
	Standard hourly rate for extra training requests: \$40 per hour

***Contractor shall be responsible for staffing as outlined in this Exhibit B. If Contractor has short-staffing or other staffing issues causing Contractor staff to go into overtime, County will pay the standard hourly rate and Contractor shall be responsible for the difference. Overtime is defined in accordance with Oregon labor Laws, if an employee works more than forty (40) hours in a week, they are entitled to receive overtime pay at one and a half times (1.5) their regular rate of pay.**

- B. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit F:

YES
 NO

- C. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum number of hours set for the in Section 3(A) above and the maximum compensation amount set forth in Section 4 below. County requests Contractor submit monthly invoices by the 15th of every month and no later than thirty (30) days after services were provided. Invoicing outside these guidelines may result in waiving County's responsibility of payment unless otherwise agreed to by County and Contractor in writing.

4. The maximum compensation.

- A. The maximum compensation under this Contract is **\$252,000**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.

- 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
- 2) **Withholding of Payments.** Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.
- 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.
- 4) It is understood and agreed that in the event funds are not awarded to County from Central Oregon Health Council (COHC), or other funding sources as applicable, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.

5. Schedule of Performance or Delivery.

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B.
- B. County will only pay for completed work that conforms to the terms of the Contract.

6. Option to Extend. This Contract may be renewed, subject to the following conditions:

- A. Renewal is subject to the availability of funding and County approval.

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
INSURANCE

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Contract. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.

Workers Compensation in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer’s Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed or the facts underlying County’s claim could reasonably have been discovered, whichever is later.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$1,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name **Deschutes County, their officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Claims Made Policy Approved by County Not Approved by County

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$1,000,000
 \$2,000,000
 \$3,000,000

Automobile Liability insurance coverage for all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Signature: *Sarah Key*
Email: sarah.key@deschutes.org
Title: Loss Prevention Coordinator
Company: Deschutes County Risk Management


EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.


Chris Mattison (Jul 24, 2024 09:38 PDT)

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

- 1. Contractor has the power and authority to enter into and perform this contract;
- 2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
- 4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
- 5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
- 6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
- 7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.



Chris Mattison (Jul 24, 2024 09:38 PDT)

EXHIBIT E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
WORKERS' COMPENSATION EXEMPTION CERTIFICATION

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

- NOT APPLICABLE**
 - Contractor is providing Workers' Compensation certificate.
- SOLE PROPRIETOR**
 - Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor shall not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
 - Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
 - Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor shall not hire employees to perform this contract.
- PARTNERSHIP**
 - Contractor is a partnership, and
 - Contractor has no employees, and
 - All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
- LIMITED LIABILITY COMPANY**
 - Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Signature: 
Chris Mattison (Jul 24, 2024 09:38 PDT)

Email: cmattison@tridentprofessionalsecurity.com

Title: CEO

Company: Trident Professional Security

EXHIBIT F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
EXPENSE REIMBURSEMENT

It is the policy of the County that travel shall be allowed only when the travel is essential to Contractor's performance and delivery of services outlined in Exhibit B of this Contract. If Contractor is approved to be reimbursed for expenses outlined below, it will be stipulated in Exhibit B of this Contract in the paragraph entitled "Consideration".

- A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
 - County may approve a form other than the County's Expense Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - Personal expenses shall not be authorized at any time.
 - Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
 - Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit B of this Contract.
 - The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - Charge slips for gross amounts are not acceptable.

- B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.

- C. Documentation Requirements; Contractors are required to accurately and completely:
 - Include necessary backup data and supporting receipts (see "Receipts" section below).
 - Complete either County's Expense Reimbursement Form (Contact Deschutes County Health Services Contract Specialist for the most current version of the County form) or another form agreeable to both Contractor and County, for all expenses incurred, regardless of method of payment.

- D. Receipts: The following are required:
 - Contractor must submit **itemized** receipts.
 - Lodging receipts must be a detailed hotel bill.
 - An air travel receipt should be the passenger copy of the ticket and/or itinerary.
 - Rental vehicle receipt must be the traveler's copy.
 - Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
 - Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.

- E. Exceptions: Exceptions from, or deviations to this Exhibit require County's Department Director's prior written approval.

- F. Per Diem. Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.

- G. Air Travel Policy: Contractors are required to:
 - Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than \$100 per direction, or if the connection would add more than two (2) hours of travel time each way.
 - Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
 - Flight insurance premiums are not reimbursable.

- H. **Vehicle Rental Policy:** When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cards will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.
 - Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- I. **Lodging Policy:** The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.
 - County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- J. **Meals:** Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.
 - Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this Contract.
 - For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies (most current reimbursement rates may be found online at https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=OR&fiscal_year=2022&zip=&city=Bend):

M&IE Breakdown

M&IE Total ¹	Continental Breakfast/ Breakfast ²	Lunch ²	Dinner ²	Incidental Expenses	First & Last Day of Travel ³
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$14	\$16	\$29	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50
\$79	\$18	\$20	\$36	\$5	\$59.25

- Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
 - Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Contract and shall not exceed those set by the GSA and are subject to change accordingly.
- K. Exceptions.** Contractor shall obtain separate written approval of the County Administrator or Deschutes County Health Services Director for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.


Exhibit G
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
CONFIDENTIALITY AGREEMENT

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that Trident Professional Security (“Contractor”) understand the obligation to maintain the confidentiality of information and records which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor’s obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.


Chris Mattison (Jul 24, 2024 09:38 PDT)

**Exhibit H
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439**

**Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

Contractor shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractor and County. For the purposes of this Contract, 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.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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 law governing operation of Community Mental Health Programs, including without limitation, 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 Services in violation of 42 U.S.C. 14402.

- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall 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. Contractor shall 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.** Contractor shall 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 Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting 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, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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 Contractor under this Contract 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.
- f. No part of any federal funds paid to Contractor under this Contract 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 Contractor under this Contract 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. Contractor shall 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. Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. Debarment and Suspension. Contractor shall not be and shall not contract with any person or entity 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 names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors 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. Drug-Free Workplace. Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor’s workplace or while providing Services to OHA clients. Contractor’s notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Contractor’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten calendar (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Neither County, Contractor nor any of County’s or Contractor’s employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, “under the influence” means observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor’s employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor’s employees, officers, agent’s performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and (ix) Violation of any provision of this section may result in termination of this Contract.

10. Pro-Children Act. Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. Medicaid Services. To the extent Contractor provides any service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a)(68).

12. ADA. Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) 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 delivery of Services.

13. Agency-Based Voter Registration. If applicable, Contractor 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.

14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

- a. Order for Admissions:
 - (1) Pregnant women who inject drugs;
 - (2) Pregnant substance abusers;
 - (3) Other Individuals who inject drugs; and,
 - (4) All others.
- b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:
 - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and childcare.
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

- c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services, within 48 hours;
 - (2) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, Contractor must refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

- d. Intravenous Drug Abusers. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
 - (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days.
 - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to Contractor is made; or
 - (b) 120 calendar days after the date of such request if no provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request.
 - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.

- e. Infectious Diseases. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
 - (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
 - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For the purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the Individual with respect to tuberculosis;

(b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and

(c) Appropriate treatment services.

f. OHA Referrals. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.

g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:

- (1) Providing, if needed, hearing impaired or foreign language interpreters.
- (2) Providing translation of written materials to appropriate language or method of communication.
- (3) Providing devices that assist in minimizing the impact of the barrier.
- (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.

h. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.

i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.

j. Tobacco Use. If Contractor has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.

k. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding requirements. TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR 263. Only non-medical Services may be provided with TANF Block Grant funds.

17. Community Mental Health Block Grant. All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 et. seq., and Contractor shall comply with those restrictions.

18. Substance Abuse Prevention and Treatment. To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.

19. 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: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.

20. 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 Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

Exhibit I
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-439
CONFLICT OF INTEREST

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.

2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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 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.
 - a. If any funds other than federally appropriated funds have been paid or shall 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. 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.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.

3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.


Chris Mattison (Jul 24, 2024 09:38 PDT)

DESCHUTES COUNTY DOCUMENT SUMMARY

This form is required to be submitted with all contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If this form is not included with the document, the document will be returned to the Department.

Please complete all sections **above** the Official Review line.

Date: July 23, 2024 **Department:** Health Services, Behavioral Health

Document Number: 2024-439

Type of Document: Personal Services Contract (e.g., grant*, IGA, services agreement)

If an amendment, which Document No. is being amended? _____

Starting Date: August 1, 2024 **Ending Date:** June 30, 2025

Contractor/Supplier/Consultant Name: Trident Professional Security

Annual Value or Total Payment: \$252,000.

Purpose of Document: Trident Professional Security shall provide Security Services at the Deschutes County Health Services Stabilization Center location, Monday 12AM-7AM, Monday through Friday, 3PM to 7AM, and Saturday/Sunday (weekend), twenty-four (24) hours a day, twelve 12AM to 11:59PM.

At a minimum, services shall include:

- Customer service of a welcoming and friendly manner in the form of providing directions, answering questions, or other information to employees, customers, visitors and vendors.
- Adhere to Stabilization Center’s policies and procedures related to safety, client rights and client privacy.
- Notify designated on-site staff of any escalated clients, hazards, safety violations or other conditions that warrant potential unsafe conditions.
- Perform a combination of stationary monitoring and routinely walking premises, both indoors and outdoors
- Monitor building camera when not walking the premises
- Attend staff meetings as requested.
- Tracking individuals times in and out of the building

Insurance certificate received (check box and add certificate to document or note N/A)
Insurance expiration date: May 22, 2025 Risk Mgmt review/date:

Contract initiation method:

- Not Applicable
- RFP, solicitation or bid process
- Informal quotes (<\$150K)
- Exempt from RFP, solicitation or bid process (specify below – see DCC §2.37)

*if a grant, see signature authority section on next page

Does this contract or agreement require payment to a vendor? Yes No

If **Yes**, is the vendor registered in Munis? Yes No

Funding Source: Included in current budget? Yes No

Cost Center/Project String: HSCRISIS – HS2GR23G

If **No**, is a budget amendment required? Yes N/A

Departmental Contact and Title: Jill Kaufmann, Program Supervisor
Phone #: 541-322-7582

Deputy Director Approval:

Director Approval:

Signature: Holly Harris
Holly Harris (Jul 24, 2024 09:33 PDT)

Email: holly.harris@deschutes.org

Title: Behavioral Health Director

Company: Deschutes County Behavioral Health

Signature: Janice Garceau
Janice Garceau (Jul 24, 2024 09:37 PDT)

Email: janice.garceau@deschutes.org

Title: Director

Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services

Official Review:

County signature required (check one):

- BOCC (more than \$250,000) – BOARD AGENDA Item
- County Administrator (up to \$250,000)
- Department Head/Director (up to \$50,000)

For grants, signature required (check one):

- BOCC (more than \$50,000) – BOARD AGENDA Item
- County Administrator (up to \$50,000 if no match required and no new staff hired)
- Department Director (up to \$10,000 if no match required and no new staff hired)

Legal Review

Signature: Kimberly Riley
Kimberly Riley (Jul 24, 2024 08:55 PDT)

Email: kim.riley@deschutes.org

Title: Assistant Legal Counsel

Company: Deschutes County



HEALTH SERVICES

May 15, 2024

RE: Private Security Services

NOTICE OF INTENT TO AWARD CONTRACT

In April, 2024, Deschutes County Health Services, Behavioral Health Division considered proposals to execute a contract to provide private security services at the Stabilization Center location. Deschutes County Health Services determined that the successful proposer for the project is: Trident Professional Security.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. A copy of this Notice of Intent to Award is being provided to the proponents that submitted a proposal for this service that best matched the criteria outlined in the Request for Proposal (see attached list of all proposals received). Any firm or person who believes that they are adversely affected or aggrieved by the intended award 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 to the Board of County Commissioners of Deschutes County, Oregon, at the above address, Attn: Kimberly Bohme, Administrative Supervisor. **The seven (7) day protest period will expire at 5:00pm on Monday, May 20, 2024.**

Any protest must be in writing and specify any grounds upon which the protest is based. If a protest is filed, a hearing will be held at the next scheduled Board meeting, before the Board of County Commissioners of Deschutes County, Oregon, acting as the Contract Review Board, at Deschutes County Services Center, 1300 NW Wall St., Bend, Oregon, 97703.



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 Deschutes County Purchasing Agent unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period. The successful bidder on a Deschutes County project is required to execute the Contract. In addition to the execution of Contract, the Contractor will be required to provide applicable certificate(s) of insurance.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Kimberly Bohme, 541-480-0184.

Sincerely,

PURCHASING AGENT
DESCHUTES COUNTY, OREGON

Signature: 
Email: janice.garceau@deschutes.org
Title: Director
Company: Deschutes County Health Services



HEALTH
SERVICES

**Bidder’s List for the provision of:
Market Research & Development of Social Marketing Campaign**

Notice of Intent to Award will be sent via E-mail

Trident Professional Security
300 NE Kilnwood PL
Redmond, OR 97756
E-mail: cmattison@tridentprofessionalsecurity.com

HSS, A Tarian Company
990 S. Broadway, Suite 420
Denver, CO 80209
E-mail: bryan.jones@tariangroup.com

SafeRock Security, Inc.
10260 SW Greenburg Road, 4th Floor
Portland, OR 97223
E-mail: megan@saferocksecurity.com

Pono Security’s
Unknown
Unknown
Email: Eric@ponosecurity.com

Providers International
Unknown
Unknown
E-mail: semerson@providers-international.com
Email: blaineengland@providers-international.com

Security Services Northwest
250 Center Park Way
Sequim, WA 98382
E-mail: ebeglyakov@ssnwhq.com

ADDITIONAL COVERAGES

07/29/2024 Item #3.

Ref #	Description Assault & Battery Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date	
Limit 1 20,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 15,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

POLICY NUMBER: GBL1800000800

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL COVERAGES

07/29/2024 Item #3.

Ref #	Description Assault & Battery Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date	
Limit 1 20,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 15,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

POLICY NUMBER: GBL1800000800

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Grace Evans

From: tom hayashi <tomhayashi@outlook.com>
Sent: Tuesday, July 23, 2024 10:52 AM
To: Grace Evans; 'Chris Mattison'
Cc: Kimberly Bohme; Rachel Benson
Subject: RE: URGENT: Waiver of Subrogation- Trident Pro Security

[EXTERNAL EMAIL]

Grace per our conversation, it is still going to take until Thursday to get the 2024/2025 Waiver of Subrogation document sent over to you. Again, a combination of confusion by Liberty Mutual and the Microsoft issue with their document production has created this delay. When they were able to deliver the 2023 /2024 version I thought we were out of the woods on this but a follow up call to them indicated a delay of time. I will endeavor to get this to you the minute that Liberty return this but unfortunately it will not be within the hours as I thought.

Tom Hayashi
Atlas Business & Employee Services LLC
10000 NE 7th Ave Suite 345
Vancouver, WA 98686
503 235-1986
503 232-7355 Fax
503 522-8037 Cell

From: Grace Evans <Grace.Evans@deschutes.org>
Sent: Tuesday, July 23, 2024 9:55 AM
To: tom hayashi <tomhayashi@outlook.com>; 'Chris Mattison' <cmattison@tridentprofessionalsecurity.com>; 'tom atlasbes.com' <tom@atlasbes.com>
Cc: Kimberly Bohme <Kimberly.Bohme@deschutes.org>; Rachel Benson <Rachel.Benson@deschutes.org>
Subject: RE: URGENT: Waiver of Subrogation- Trident Pro Security
Importance: High

Thank you so much, that's great news. I will look for it within the hour.



Grace Justice Evans | Contract Specialist

DESCHUTES COUNTY HEALTH SERVICES

2577 NE Courtney Dr. | Bend, Oregon 97701

Office: 541-322-7516



Our Mission: To Promote and Protect the Health and Safety of Our Community



Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you!

LIBERTY MUTUAL INSURANCE
PO Box 704000
Salt Lake City, UT 84170-4000

TRIDENT PROFESSIONAL SECURITY LLC
C/O RELIANCE HR SOLUTIONS LLC
465 NE 181ST AVE STE 305
PORTLAND OR 97230

WC5-33S-B2475J-143



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY
POLICY INFORMATION PAGE ENDORSEMENT**

THE FOLLOWING ITEMS(S) ARE CHANGED TO READ:

**THE FOLLOWING RATING PLAN IS ADDED TO THIS POLICY:
SPECIFIC WAIVER(0930) STATE: OR AMOUNT: \$177.00**

**THE FOLLOWING RATING PLAN IS ADDED TO THIS POLICY:
WAIVER MINIMUM DIFFERENCE(0930) STATE: OR AMOUNT: \$73.00**

**THE FOLLOWING FORM(S) HAS BEEN ADDED:
CNW 90 05 01-24 WORKERS COMP GUIDE LETTER
GPO2923 01-24 EXTENSION OF INFO PAGE
GPO4692 01-24 POLICY ENCLOSED LETTER
GPO4756 R5 01-24 PRIVACY PRACTICE DISCLOSURE NOTICE
WC 00 03 13 04-84 WAIVER OF OUR RIGHT TO RECOVER**

**THE FOLLOWING FORM(S) HAS BEEN DELETED:
CNW 90 05 06-13 WORKERS COMP GUIDE LETTER
GPO2923 01-96 EXTENSION OF INFO PAGE
GPO4692 03-97 POLICY ENCLOSED LETTER
GPO4756 R5 01-13 PRIVACY PRACTICE DISCLOSURE NOTICE**

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

The total premium and surcharges shown on this change endorsement represent the revised insurance costs for the full policy term. Any additional or return premium payable as a result of this change is shown below. This is not a bill. If necessary, a bill will be sent separately.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Policy Effective Date **12-29-2023** Policy No. **WC5-33S-B2475J-143** Endorsement No. **002**
Endorsement Effective Date **07/23/2024**
Insured **TRIDENT PROFESSIONAL SECURITY** **ADD'L PREMIUM: \$ 250**
Insurance Company **LM INSURANCE CORPORATION**
Carrier Code **27243**

DATE OF ISSUE **07-23-24**

Countersigned By _____

Extension of Information Page WC 00 00 01 A Item 4.

State of: OREGON

Classification of Operations	Code No.	Premium Basis	Rate	Estimated Annual Premium
Entries in this item, except as specifically provided elsewhere in this policy; do not modify any of the other provisions of this policy		Estimated Total Annual Remuneration	Per \$100 Of Remuneration	
0001-01 TRIDENT PROFESSIONAL SECURITY LLC FEIN # 83-3303095 SIC CODE 7363 NAICS CODE 561330				
300 NE KILNWOOD PL STE B REDMOND OR 97756				
SECURITY ENFORCEMENT OR PROTECTION-CONTRACT & DRIVERS	7720	\$ 228,897	3.02	\$ 6,913.00
CLERICAL OFFICE EMPLOYEES	8810	\$ 47,646	.13	\$ 62.00
TOTAL CLASS PREMIUM				\$ 6,975.00
SPECIFIC WAIVER	0930			\$ 177.00
WAIVER MINIMUM DIFFERENCE	0930			\$ 73.00
INCREASE LIMITS 1.004	9812			\$ 28.00
EMPL MINIMUM DIFFERENCE	9848			\$ 43.00
EXPERIENCE PREMIUM .89	9898			\$ -803.00
ARAP RATING PLAN 1.00	0277			\$ 0.00
STANDARD TOTAL				\$ 6,493.00
EXPENSE CONSTANT	0900			\$ 94.00
TERRORISM .01	9740			\$ 28.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01	9741			\$ 28.00
ORWC ASSESSMENT 1.098	0936			\$ 645.00
FINAL TOTAL				\$ 7,288.00

Experience Modification: .89

RISK ID: 361512715

Policy No. WC5-33S-B2475J-143

Page No. 1

Extension of Information Page WC 00 00 01 A Item 4.

State of: OREGON

Classification of Operations	Code No.	Premium Basis	Rate	Estimated Annual Premium
Entries in this item, except as specifically provided elsewhere in this policy; do not modify any of the other provisions of this policy		Estimated Total Annual Remuneration	Per \$100 Of Remuneration	
0001-02 TRIDENT PROFESSIONAL SECURITY LLC FEIN # 83-3303095 SIC CODE 7363 NAICS CODE 561330 3405 NE 40TH AVE PORTLAND OR 97212				
SECURITY ENFORCEMENT OR PROTECTION-CONTRACT & DRIVERS	7720	IF ANY	3.02	\$ 0.00
TOTAL CLASS PREMIUM INCREASE LIMITS 1.004 EXPERIENCE PREMIUM .89 ARAP RATING PLAN 1.00 STANDARD TOTAL TERRORISM .01 CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01 ORWC ASSESSMENT 1.098 FINAL TOTAL	9812 9898 0277 9740 9741 0936			\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

Experience Modification: .89

RISK ID: 361512715

Policy No. WC5-33S-B2475J-143

Page No. 2

Extension of Information Page WC 00 00 01 A Item 4.

State of: OREGON

Classification of Operations	Code No.	Premium Basis	Rate	Estimated Annual Premium
Entries in this item, except as specifically provided elsewhere in this policy; do not modify any of the other provisions of this policy		Estimated Total Annual Remuneration	Per \$100 Of Remuneration	
OR - STATE SUMMARY				
TOTAL CLASS PREMIUM			\$	6,975.00
SPECIFIC WAIVER	0930		\$	177.00
WAIVER MINIMUM DIFFERENCE	0930		\$	73.00
INCREASE LIMITS 1.004	9812		\$	28.00
EMPL MINIMUM DIFFERENCE	9848		\$	43.00
EXPERIENCE PREMIUM .89	9898		\$	-803.00
ARAP RATING PLAN 1.00	0277		\$	0.00
STANDARD TOTAL			\$	6,493.00
EXPENSE CONSTANT	0900		\$	94.00
TERRORISM .01	9740		\$	28.00
CATASTROPHE (OTHER THAN				
CERTIFIED ACTS OF				
TERRORISM) .01	9741		\$	28.00
ORWC ASSESSMENT 1.098	0936		\$	645.00
FINAL TOTAL			\$	7,288.00
POLICY TOTAL ESTIMATED COST			\$	7,288.00

Experience Modification: .89

RISK ID: 361512715

Policy No. WC5-33S-B2475J-143

Page No. 3

POLICY NUMBER: **WC5-33S-B2475J-143** COMPANY NAME: **LM INSURANCE CORPORATION**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

DESCHUTES COUNTY HEALTH SERVICES
2577 NE COURTNEY DR
BEND OR 97701

JOB LOCATION: 63311 NE JAMISON BLVD BEND OR 97701 JOB 2024-439

JOB DURATION: 07/23/2024 TO 08/01/2024

PREMIUM CHARGE: 5% OF THE MANUAL PREMIUM DEVELOPED IN CONJUNCTION WITH THE WORK FOR WHICH THAT WAIVER IS PROVIDED, SUBJECT TO A \$250 MINIMUM PREMIUM CHARGE PER WAIVER

CLASS CODE: 7720

PAYROLL: \$199,000

DATE OF ISSUE: 07/23/2024

END. NO.: 2

WC 00 03 13

(Ed. 4-84)

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DEPUTY COUNTY ADMINISTRATOR
ERIK KROPP

Date: July 24, 2024
To: Board of County Commissioners
From: Erik Kropp, Deputy County Administrator
Re: Options for County-owned 45 Acres for Relocation

Staff is scheduled to meet with the Board on July 29, 2024 to discuss draft conceptual options for an alternative location for people living on the County-owned 137 acres that is part of the Department of State Lands (DSL) land swap. This staff report provides background, current issues, and options for moving forward. Staff seeks Board input and direction.

BACKGROUND

Over the past 20 plus years, Deschutes County has been working with the Oregon Department of State Lands (DSL) on a land exchange. In 2015, the County and DSL signed an exchange agreement that would result in the County acquiring 140 acres of land south of the Fair and Expo Center for future Fair and Expo use. In exchange, DSL would acquire 137 acres of County-owned industrial land in east Redmond.

In Spring 2023, DSL informed the County that in order for the land exchange to move forward, the County's 137 acres would need to be clear of people living on the property and free of debris. County staff began planning for a notification and removal of people living on the 137 acres. However, this effort was paused for the following reasons:

- The need for County staff to address code enforcement violations on County-owned property in Juniper Ridge.
- Not having an alternative location for people to relocate to; and
- To allow for projects funded by the Governor's Executive Order 23-02 Declaring a State of Emergency Due to Homelessness to come online and add beds to the housing continuum.

On April 2, 2024, the City of Redmond City Council and Board of County Commissioners held a joint meeting and discussed the DSL land exchange property. The two bodies indicated support for moving forward with relocating people living on the County-owned 137 acres and using 45 acres of County owned land south of the exchange property as an alternative location. City Councilors and Commissioners discussed the importance of providing services on the 45 acres, but the range of services varied. It is important to note that even if the 45 acres as a relocation option, individuals living on the 137 acres could not be forced/required to move to this location.



Staff has developed a draft plan for relocating people living on the 137 acres and preparing the land for the land exchange with DSL. The plan includes providing the people living on the 137 acres plenty of notice and time for relocation. Key elements of implementing the plan include communication, coordination and collaboration with the City of Redmond and service providers.

The plan would start once an alternative location is identified, approved by the Board, and available. The draft plan is estimated to take 10 months once an alternative location is available.

CITY OF REDMOND STANDARDS

The City of Redmond Code has the following Supportive Shelter Standards (attached):

1. Open flames are prohibited on premises, or within vehicles unless contained in an RV that is currently titled and registered with the DMV.
2. Density not to exceed 25 shelter units per acre (shelter unit are tents, yurt, RV, vehicle, tiny homes).
3. Site shall be fenced (6 feet high) and screened from sight except entry/exit. Community Development Director may allow for deviations.
4. Responsible agency must provide a local or on-site presence that is:
 - a. Available to accept and respond to telephone calls during business hours
 - b. Able to respond to after-hours emergencies
 - c. Able to assist residents in obtaining necessary document, such as ID, vehicle registration and insurance
 - d. Agency must provide residents with a code of conduct



DRAFT PROJECT PURPOSE/GOALS

These types of projects are difficult, controversial, political, and impact people's lives. Therefore, it is important to clearly identify the project's purpose and goals. Listed below are a list of draft goals for discussion and input with the Board:

- Provide an alternative location for people to live that has basic hygiene supports (portable toilet, drinking water, etc.) – County 45 acres
- Comply with HB 3115
- Cascading Goals
 - Person moves out of homelessness (best case scenario)
 - Person moves to “supported/managed camp” if available
 - Person moves to other part of County 45-acres
- Ensure access to emergency response vehicles
- Relocate people from the 137 acres
- Minimize impact on Oasis Village

DRAFT CONCEPTS

Listed below are three draft concepts, starting with the least amount of services and adding services with the higher numbered concepts. It's important to point out that Concept 1 would require a waiver from the City of Remond for providing fencing.

Concept 1 – basic hygiene services, area for service providers, mobile case management

- Portable toilets, potable water, hand washing stations, dumpsters
- Once or twice-a-day security patrols
- Request waiver of providing fencing (note: don't want to fence in area unless there are assigned areas for people)
- Non-profit provides mobile case management services to connect people with resources
- Ability to respond to telephone calls during business hours: County? Non-profit? Security firm?
- Ability to respond to after-hour emergencies: non-profit? Security firm?



Concept 2 – basic camp sites, camp host model

- All elements listed above in Concept 1
- Designate areas for camping; assign areas
- 6-foot screening fence
- One main entrance to control access
 - Need to check if there are fire, life, safety issues
 - Do we need another door/gate for emergency exit?
- Cameras? Or maybe just one at main entrance? Would need power.
- Locking storage at each campsite
- Pet relief area
- Non-profit hires a “camp host”
- Basic rules for camp sites (no open flames, cleanliness, visitors)
- Camp host ensures general order; calls 9-1-1 if necessary
- Ability to respond to telephone calls during business hours: camp host/non-profit?
- Ability to respond to after-hour emergencies: non-profit? Security firm?

Concept 3 – managed camp

- All elements listed above in Concept 2
- Non-profit staffs managed camp – number of hours TBD; may use camp host
- Ability to respond to telephone calls during business hours: camp host/non-profit?
- Ability to respond to after-hour emergencies: non-profit? Security firm?

INITIAL INPUT

On July 23, 2024 County staff met with Redmond Service Providers and shared the three draft concepts. Staff asked for input at that meeting and also encouraged service providers to provide input outside the meeting. At the meeting, service providers shared the following:

- For Concept 1, without on-site supervision it would be difficult to enforce a code of conduct.
- The 45 acres is different than Juniper Ridge in that with Juniper Ridge, the people were not required to relocate.
- With Concept 1, without fencing it would be difficult to identify where people can go
- Questions about the duration of the project and available budget
- Concerns the project would not have enough funding
- Question about doing a survey of the number of people living in the area
- A recommendation to give people plenty of notice; stagger the relocation
- A “by name” list would be helpful
- A concern that relocation could set outreach back



NEXT STEPS

A key consideration for next steps is determining interest from service providers. The CHRO RFQ process did not result in any proposals to stand up a supported/managed camp on the County-owned 45 acres. Based on informal feedback to staff, it will be easier to find a service provider to provide mobile case management services. Some challenges to a supported/managed camp is lack of a local model, difficulties in obtaining insurance, a wide range of expectation of what a supported/managed camp entails, lack of capacity/depth of the non-profits, and the overall magnitude of the project.

Listed below are possible next steps:

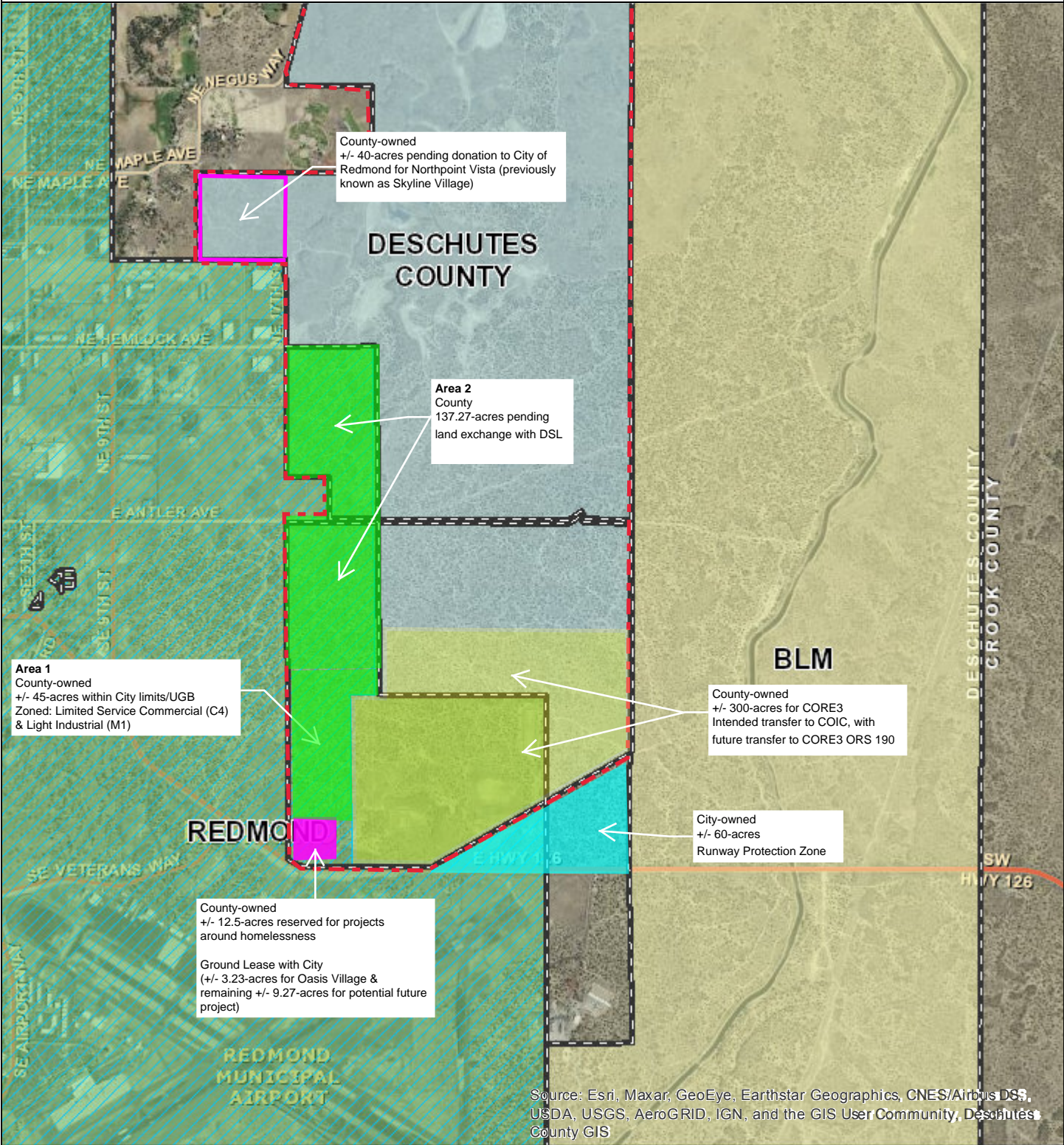
1. Direct staff to issue an RFP for potential services to be provided on the 45-acres (note: items “a-e” can be handled by County staff contracting directly with providers):
 - a. Provide potable water
 - b. Provide trash dumpsters
 - c. Provide security services
 - d. Provide hand washing stations
 - e. Provide portable toilets
 - f. Relocation assistance – to help people relocate to the 45-acres.
 - g. Mobile case management services
 - h. Respond to calls during business hours (standard from Redmond Code)
 - i. Respond to calls during non-business hours (standard from Redmond Code)
 - j. Managed camp with “camp host” model and limited supervision
 - k. Managed camp with 24/7 supervision

2. Phased in approach. Direct staff to issue and RFP for mobile case management services with the goal to implement Concept 1; apply to the City of Redmond for the fence waiver; implement contracts for potable water, hand washing stations, portable toilets, dumpsters, and security services. Once Concept 1 is in place, provide notification notices for relocation.
 - a. Implement Concept 1 and then work toward implementing a managed camp.

Attachments:

- Map of area
- Letter from the City of Redmond dated October 26, 2023
- Redmond City Code Supportive Shelter Standards

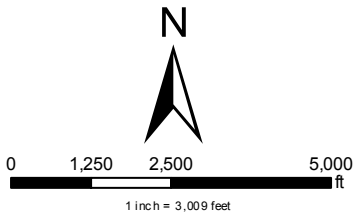
County-owned Property East Redmond



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DSS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Deschutes County GIS



This map is for depiction purposes only and is not deemed to be accurate.



Red dashed line = Property lines of County-owned property
 Gradient green overlay = Redmond city limits
 Hatched overlay = UGB

As of May 2024



CITY OF REDMOND
Redmond City Council

411 SW 9th St
Redmond OR 97756

October 26, 2023

Via email

Deschutes County Board of Commissioners
1300 NW Wall Street
Bend, OR 97701

RE: Redmond Eastside Homeless Campus

Dear Commissioners,

On behalf of my fellow City Councilors, thank you for coming to Redmond for our joint meeting on October 17. We enjoyed having a face-to-face dialogue between the Board of Commissioners and the City Council. We are equally excited about the upcoming land exchange between the County and the Department of State Lands.

If we can help in that endeavor, you can certainly count on us to do so.

One of the components to a successful exchange, is providing a safe alternative for the homeless persons who are now residing on the Deschutes County land as well as on our streets in Northeast Redmond. To date, the County has identified the 45-acre parcel adjacent to CORE3 and north of Oasis Village and the anticipated RV facility to be constructed by Mountain View Community Development, as a site for the managed camp.

However, to give it the best opportunity to succeed, the 45-acre parcel requires the County and City determine how to assure this location will work from a managed camp perspective. After seeing the disruptive behavior occurring on Juniper Ridge and along China Hat Road, we believe that an appropriate investment in proper management, including the provisions of necessities (trash, port-a-potties, water etc.) is key to having this future site safe not only for those who live there but also for those on adjoining properties.

It is our understanding, that a sub-group of the Coordinated Houseless Response Office is identifying in greater detail, the component investments that should be a part of a managed camp. We look forward to reviewing those recommendations and to working with the County and State to make sure managed camps have all the necessary resources and services to make them safe for both dwellers, service providers, and first responders.

Enclosed is an excerpt of a model for a safely managed program. This is the model program that the Board sent to Governor Kotek’s office earlier this year.

We would like to move this forward on a pace that will have the detail of the camp established along with the appropriate funding by June 30, 2024. As we noted at our joint meeting, we are hoping to have SE 21st St. constructed next year to make access to CORE3, Oasis Village, the anticipated RV facility as well as a managed camp feasible to go along with the exchange.

We look forward to working with you.

Once again thank you for your support and leadership.

With warm regards,



Ed Fitch
Mayor
Redmond, Oregon

cc: Tammy Baney

Sec. 8.370. Supportive Shelter Standards.

- 1. *Applicability.*
 - A. Any proposal for a supportive shelter which is identified as a qualifying emergency shelter under ORS 197.782 shall be reviewed for compliance with State law and approved accordingly.
 - B. See Use Tables 8.135, 8.137, 8.190, 8.220 and 8.260.
- 2. *Review and Application.* Supportive shelters shall be reviewed as a Development Action. An approved site plan shall identify an appropriate timeline and process for periodic review and renewal. A complete application for a Support Shelter proposal shall include:
 - A. *Pre-development.* A completed Pre-development Application prior to submission.
 - B. *Site Plan.* A site plan which demonstrates compliance with standards of this Section.
 - C. *Lease or Legal Use Agreement.* A copy of the lease document or equivalent that outlines the legal agreement between the applicant and the property owner to use the subject property for the supportive shelter proposal, if the applicant is not the property owner.
 - D. *Financial Security Proposal.* Proof of financial security in compliance with Subsection (6.D.) of these standards.
 - E. *Operating Plan.* A plan outlining and identifying the operations, security, and case management services.
 - G. *Narrative.* A narrative explaining the supportive shelters compliance with these standards. This includes a description of the managing agency, the name and contact information of the designated contact person from the managing agency, and a copy of the draft Code of Conduct that would be provided to authorized shelter residents.
- 3. *Shelter Unit.* A shelter unit provides shelter from the elements. Shelter units are not dwelling units, and no structure that could meet building code as a dwelling unit shall be used as a shelter unit. Shelter units shall obtain all building permits determined to be necessary by the Building Official and may not contain natural gas appliances, propane heaters, or generators.

Shelter Unit Types:

- A. Tents, yurts, and membrane or fabric structures, as per ORS 197.746.
 - B. Recreational Vehicles or other privately owned Vehicle (as defined by Section 5.325 of City Code).
 - C. Site-built, modular, or prefabricated structures, or similarly built structures, which do not contain permanent provisions for cooking.
- 4. *Development Standards.*
 - A. *Height and Setbacks.* Building height and setback standards of the underlying zone shall apply to any supportive shelter site.
 - 1. Setback standards shall only be applied to permanent structures, such as common area buildings.
 - 2. No shelter units regardless of type may be sited closer than ten feet to any public right-of-way.
 - B. *Density.* No supportive shelter site shall exceed a density of 25 shelter units per net acre.
 - 5. *Site Layout and Characteristics.*
 - A. *Proximity and Spacing.* Shelter units of various types may be collocated, provided they are clearly delineated, and development standards are met. Shelter units must be sited with adequate separation

between shelter types and units to provide for safety and privacy. Spacing will vary depending on shelter-type, fire-separation requirements, ADA compliance, emergency egress pathways, and emergency access for first responders.

- B. *Parking.* Parking areas shall be provided for use by shelter residents, staff, and visitors pursuant to Sections 8.500 through 8.515 (Off-Street Parking and Loading Requirements). Additional spaces shall be provided for authorized shelter residents using privately owned vehicles as shelter units. Parking shall be approved based on capacity proffered by managing agency providing services.
- C. *Storage.* No outdoor storage is permitted, excluding bicycles or similar mobility devices, except as provided in a designated and approved storage area. Residents shall be provided with enclosed, secure storage for their belongings.
- D. *Fencing.* The supportive shelter site shall be fenced and screened from sight except at entry and exit places. The fencing and screening shall be no less than six feet in height and shall be maintained. The Community Development Director may allow for deviations or reduced fencing or screening standards.
- E. *Signage.* A sign must be posted with the name and phone number of the managing agency. This sign is exempt from sign standards but must be posted at the entrance to the supportive shelter site and shall not be illuminated or exceed six square feet in size.
- F. *Common Area Facilities.* Common areas for use by the authorized shelter residents and staff shall be provided to ensure adequate trash and recycling services. At least one toilet and hand-washing station shall be provided and maintained. These common areas may provide access to water, sanitation, laundry, cooking, warming or cooling areas, through permanent or temporary facilities. The Oregon Health Authority may require public health best practices for shared health and sanitation facilities. Common areas may also be furnished with facilities needed by the managing agency to provide other supportive services, such as case management, counseling, daycare, kennel space, skill development, or similar.
- G. *Compliance.* The layout of the supportive shelter site and all structures shall comply with any applicable Federal, State, and local requirements, including but not limited to Fire, Environmental Health, Building, and Engineering requirements and will not pose any unreasonable risk to public health or safety.
 - 1. Ensure units and support structures are accessible in accordance with the Americans with Disabilities Act of 1990 (ADA), as amended and in accordance with the City of Redmond Building Code.

6. *Site Management.* An approved supportive shelter site must be actively managed and maintained by a managing agency in order to operate and serve shelter residents. A shelter site that is not being actively managed or maintained by a managing agency for a period of six or more months will be considered to be an abandonment of the use unless an extension or another approval is obtained. A shelter site found to be operating without being actively managed and maintained by a managing agency will be considered to be in violation of this Section.

- A. *Managing Agency.* The managing agency may be any governmental, housing authority, nonprofit, religious agency or public benefits corporation (as defined in ORS 65.001). The managing agency must have a designated contact person and their contact information must be kept up to date for the City's use and reference.
- B. *Active Management and Maintenance.* A managing agency can demonstrate active management and maintenance of the supportive shelter site by having a local or on-site presence and being available to accept and respond to telephone calls during business hours and to any potential after-hours emergency.

1. *Supportive Services.* A managing agency must be providing supportive services to each authorized shelter resident for the entire duration that the shelter has residents. Staff must be able to assist residents in obtaining necessary documentation, such as government identification and vehicle registration and insurance. Additional on-site services may include case management services for housing, financial, vocational, educational, physical or behavioral health care, public benefits, and any other similar services incidental to shelter.

C. *Code of Conduct.* The managing agency shall not authorize a shelter resident without providing each resident with a code of conduct form to review and sign. The managing agency has the right to refuse entry or discontinue use for any individual. The code of conduct shall be written in a language understandable to the resident and shall contain policies and information that set out regulations regarding:

1. How individuals who may stay on the premises will be selected.
2. How many days someone may stay on the premises.
3. Supervision and identification of the supportive services or case management to be provided.
4. What structures or other items may be placed or stored on the premises.
5. Conduct, noise disturbance, pets, location and expected use of all common area facilities, and visitation.
6. Prohibition of open flames on the premises, or within vehicles unless contained in a Recreational Vehicle (RV) currently titled and registered with the State of Oregon Department of Motor Vehicles.
7. Other information or policies the managing agency feels necessary to include.

D. *Financial Security.* The managing agency at the time of application shall provide a financial security proposal to ensure the removal of the improvements should the shelter site approval expire or become void. This may be in the form of a bond, petition, cash, or other adequate method. The financial security itself shall be provided to the City and secured before the shelter site may begin operation, or else the operation of the supportive shelter will be considered to be in violation of this code.

E. *Enforcement.*

1. Approval of a supportive shelter site shall not be construed to abrogate or limit the jurisdiction or authority of the Redmond Police Department or any other law enforcement agency. Notwithstanding any other provision of this Section or City Code, the City Manager or designee may:
 - A. Revoke authorization of a supportive shelter site for violations of the requirements of this Section.
 - B. Prohibit a supportive shelter site on a property if the City finds that any activity related to the shelter site on that property constitutes a nuisance or other threat to the public welfare.
2. Nothing in this Section of this code creates any duty on the part of the City or its agents to ensure the protection of persons or property with regard to permitted supportive shelter sites.

(Ord. No. 2023-07, 12-19-2023)

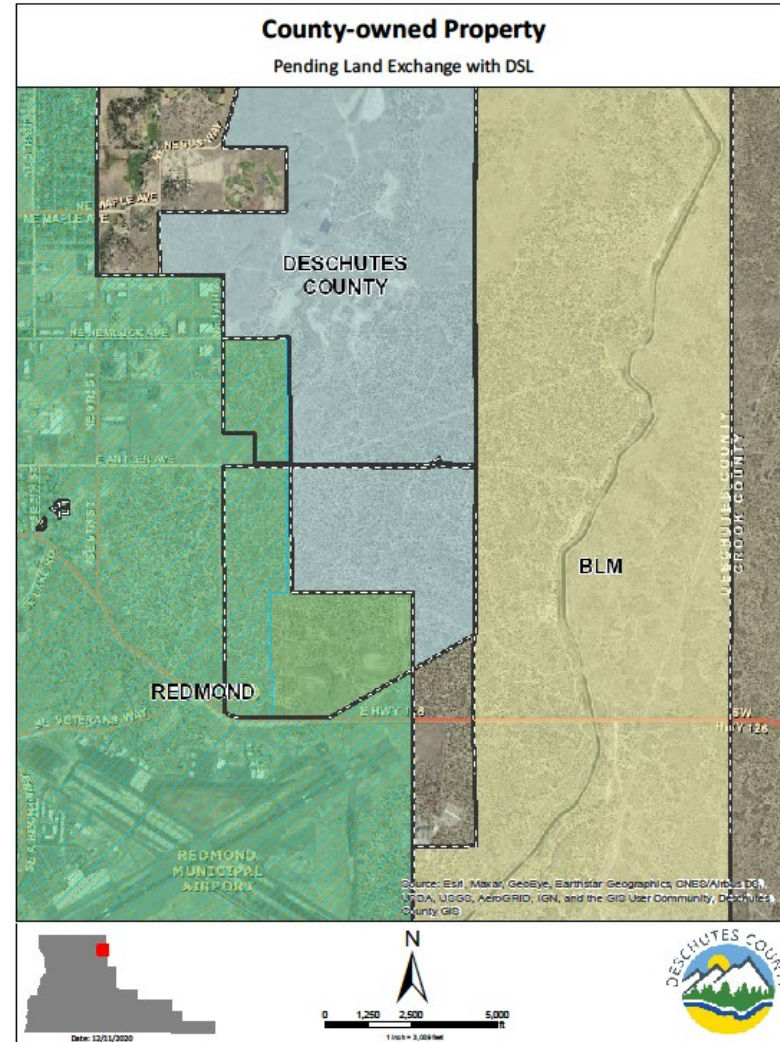
Editor's note(s)—Section 8.370 Building Setbacks for the Protection of Solar Access was amended by Ord. No. 2012-04 passed April 24, 2012. Later, was amended by Ord. No. 2020-15 passed November 10, 2020. Later, was deleted by Ord. No. 2022-04 passed June 28, 2022.

DSL Land Exchange

Alternative Location



Area Map



Redmond Continuum of Services

Redmond Continuum of Homeless Services

Unsanctioned Camping	Sanctioned Camping	"Managed" Camp	Emergency Shelter	Low-Barrier Shelter	High-Barrier Transitional Housing	Assisted Living	Subsidized Supportive Housing	Permanent Supportive Housing	Affordable Housing	
<p>"In the Junipers" City, County, BLM, COID, etc</p> <p>Street Camping In town, NE 17th St</p> <p>In City Camping Various locations..</p>	<p>Services Undefined No Providers Identified</p>	<p>Services Undefined No Providers Identified</p>	Shepherd's House (Year-round Shelter)	Congregate	Homebridge Foundations Veterans	Barbara's Place	BIRCH Sober Living	None	Bend-Redmond Habitat for Humanity	
			Cooling/Smoke Shelter Shepherd's House, Library	Shepherd's House				In Discussion	Housing Works	
			Mountain View Fellowship (as needed)	Non-Congregate				MVCD East Side Village	Housing Works & Others PSH Lite	Rooted Homes
				Oasis Village						
				Safe Parking						
				Mountain View Community Development						
Canal House	JbarJ Youth 12-20 years old		First Story							

Important Note: Listing of a service does not imply those services are adequately staffed or funded. Existing service providers operate at capacity and are often inadequately resourced to meet ongoing and emergency (weather, smoke, etc.) needs.

Outreach		Other Services	
<p>Jericho Road Friday @ Antler</p> <p>Redmond Collective Action Sunday Outreach @ Antler</p> <p>Cascade Youth & Family Services</p> <p>Deschutes County Behavioral Health</p>	<p>Mosaic Medical Mobile Medical Clinic</p> <p>BestCare</p> <p>Shepherd's House SHARE Van</p> <p>CAMP Veterinary Care</p> <p>City of Redmond Street Outreach Coordinator</p>	<p>Jericho Table Meals</p> <p>Family Kitchen Food Preparation</p> <p>Mountain View Fellowship Showers & Laundry</p>	<p>Thrive Central Oregon Drop-ins & Phone/Office Appointments Resource Navigation</p> <p>Family Access Network (FAN) Student Support</p> <p>FUSE Barrier Buster Fund</p> <p>NeighborImpact Multiple Services</p>
			<p>211 Navigate Community Resources</p> <p>Redmond Service Providers Communication</p>

Please send updates, corrections, and information on additional services to James Cook at jim@studiojmc.com



Redmond Support Shelter Standards



Open Flames

Prohibited unless contained in titled and registered RV



Fencing

6-feet high and screened from sight; CDD director may allow for deviations



On-site Presence

Available to accept and respond to calls during business hours; able to respond to after-hours emergencies; code of conduct; assist residents in obtaining necessary documents, such as ID, vehicle registration, etc.



Draft Purpose/Goals

1. Provide an alternative location for people to live that has basic hygiene supports (portable toilet, drinking water, etc.) – County 45 acres
2. Comply with HB 3115
3. Cascading Goals
 - Person moves out of homelessness (best case scenario)
 - Person moves to “supported/managed camp” if available
 - Person moves to other part of County 45-acres
4. Ensure access to emergency response vehicles
5. Relocate people from the 137 acres
6. Minimize impact on Oasis Village



CONCEPT 1 – supported camp, mobile case management

1. Portable toilets, potable water, hand washing stations, dumpsters
2. Security patrols
3. Non-profit provides case management services
4. Need to determine who responds to calls (during day and emergency after-hour calls)
5. Request waiver to fencing requirement



CONCEPT 2 – basic camp sites, camp host

1. All elements of Concept 1
2. Designate sites for people
3. 6-foot fence
4. Non-profit hires a “camp host”
 - Camp host ensures general rules followed; calls 9-1-1 if necessary
5. Non-profit or camp host responds to calls during business hours
6. Non-profit or security firm responds to after hour emergency calls



CONCEPT 3 – managed camp

1. All elements of Concept 1
2. Non-profit staffs managed camp
 - Number of hours TBD
 - May use camp host
3. 6-foot fence
4. Non-profit responds to calls during business hours
5. Non-profit or security firm responds to after hour emergency calls



Possible Next Steps

1. Direct staff to issue RFP for potential services
 - a. Potable water
 - b. Trash dumpsters
 - c. Security
 - d. Hand washing stations
 - e. Portable toilets
 - f. Relocation assistance
 - g. Mobile case management services
 - h. Respond to calls during business hours
 - i. Respond to calls during non-business hours
 - j. Managed camp with “camp host model”
 - k. Managed camp with 24/7 supervision



Possible Next Steps (cont.)

2. Phased In Approach

- Implement Concept 1

- Then work toward implementing Concept 2 or 3



Questions?





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2024

SUBJECT: Oregon State Fire Marshall Community Wildfire Risk Reduction Grant

RECOMMENDED MOTIONS:

- 1. Move approval of a grant application to the Oregon Department of the State Fire Marshal for funds to be used for Community Wildfire Risk Reduction;
2. Move approval to accept, if awarded, grant funding from the Oregon Department of the State Fire Marshal for Community Wildfire Risk Reduction efforts.

BACKGROUND AND POLICY IMPLICATIONS:

The Juniper Ridge area encompasses approximately 1350 acres of City of Bend and Deschutes County property immediately adjacent to the north end of the City of Bend. This area is primarily undeveloped, however borders rural residential on the east side, industrial and residential on the south side, and US Hwy 97 on the west side. The property also has power, fiber, cellular communication, the Burlington Northern Santa Fe Railroad, and irrigation canal infrastructure that runs through the middle of it. The area is also in close proximity to three mobile home parks which provide housing to persons of lower incomes.

The Juniper Ridge area has experienced a significant number of human-caused ignitions, several of which have impacted all of the aforementioned infrastructure and caused significant impact to the surrounding community as well as both direct and indirect life safety threats. In 2024, there have been 14 wildfire responses of a total 48 wildfire responses since 2020.

Staff proposes to utilize the grant funds to implement ladder fuel reduction on seven miles of unimproved roads within the Juniper Ridge area and treat approximately 55 encampment concentrations (see map). The total project area within Juniper Ridge is approximately 305 Acres. The route treatment is approximately 40 acres and the encampment treatment is approximately nine acres. The project area has the highest concentration of encampments and close proximity to portable toilets and wash stations. The project will reduce fire risk to the project area and to the area surrounding it. It will also reduce the hazard risk to first responders.

The City of Bend and COID have provided letters of support for the project.

BUDGET IMPACTS:

If approved, the application could result in a grant award of \$75,000. If awarded, \$67,500 would be used for contracted services including security services. The remaining \$7,500 would be used for administrative costs for administering the contracts.

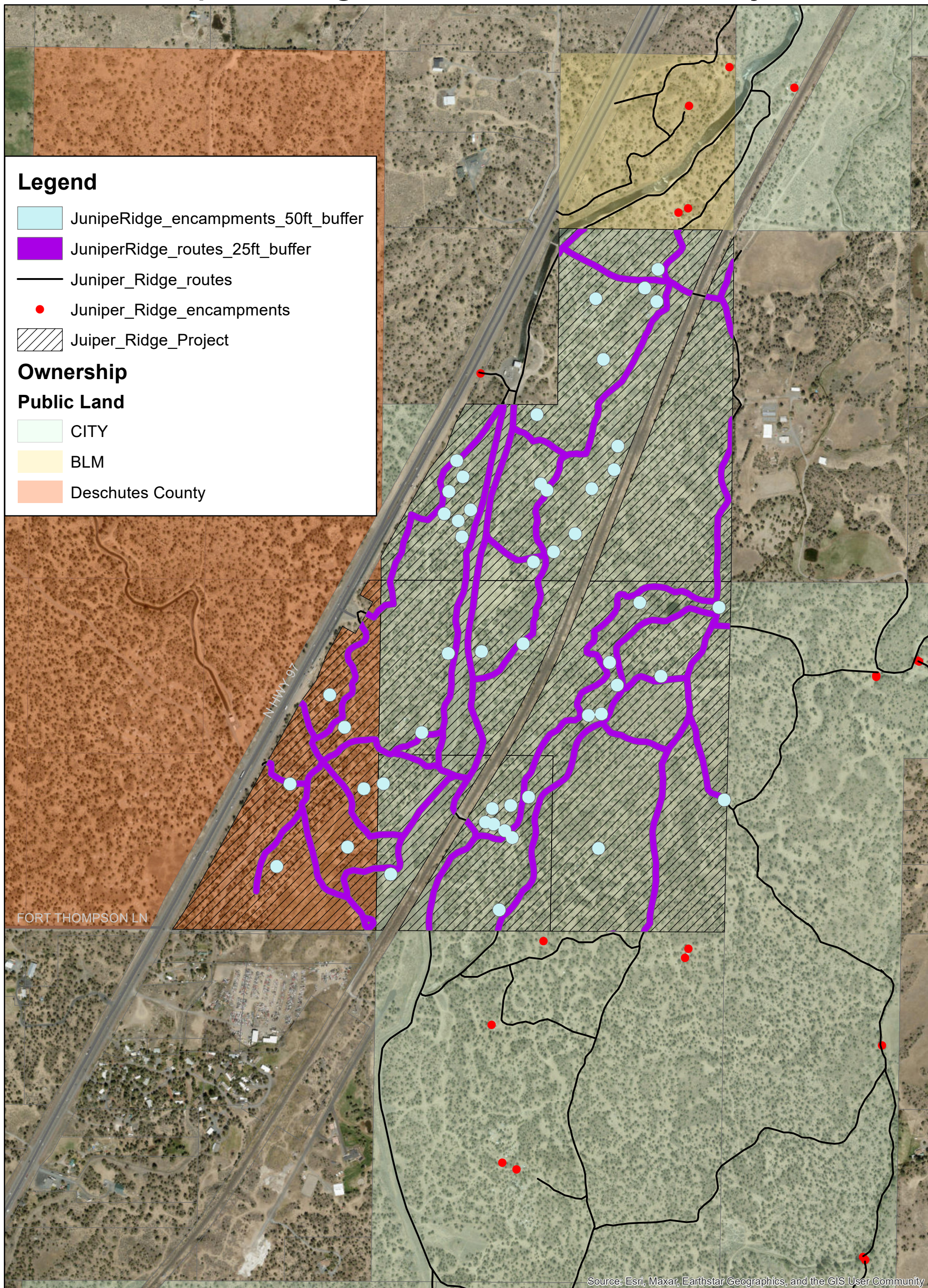
Although no match is required, Deschutes County will be matching \$30,000 to improve the County-owned parcel and the City of Bend has pledged to match \$50,000 to expand treatments on the City-owned parcels.

ATTENDANCE:

Kevin Moriarty, County Forester

Estimated time needed for item (presentation/questions/discussion/action): 15 min

Juniper Ridge Fuel Reduction Project



Legend

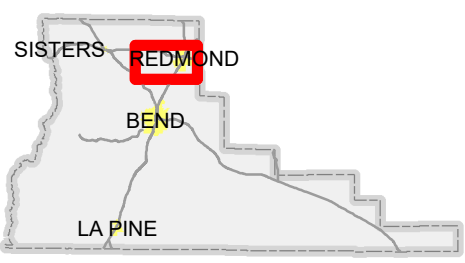
- JuniperRidge_encampments_50ft_buffer
- JuniperRidge_routes_25ft_buffer
- Juniper_Ridge_routes
- Juniper_Ridge_encampments
- Juiper_Ridge_Project

Ownership

Public Land

- CITY
- BLM
- Deschutes County

0 0.125 0.25 0.5 Miles



Map Prepared by Deschutes County
Natural Resources
Kevin Moriarty
61150 SE 27th St., Bend, OR
541-322-7117



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 29, 2024

SUBJECT: Deliberation #3: Deschutes County 2040 Comprehensive Plan Update – Chapter 7, Natural Hazards

RECOMMENDED MOTION:

Provide direction to staff on revisions to Chapter 7 of the draft Deschutes County 2040 Comprehensive Plan.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners (Board) will begin the deliberations process in consideration of the Draft Deschutes County 2040 Comprehensive Plan. The full record is located on the project website: <https://www.deschutes.org/cd/page/247-23-000644-pa-deschutes-county-2040-comprehensive-plan-update-hearing-page>.

BUDGET IMPACTS:

None

ATTENDANCE:

- Nicole Mardell, AICP, Senior Long Range Planner
- Will Groves, Planning Manager
- Peter Gutowsky, Community Development Director
- Stephanie Marshall, Senior Assistant Legal Counsel



MEMORANDUM

TO: Deschutes County Board of County Commissioners (“Board”)

FROM: Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager

DATE: July 24, 2024

SUBJECT: Deliberation #3: Deschutes County 2040 Comprehensive Plan Update – Chapter 7, Natural Hazards

On July 29, 2024, the Board will deliberate Chapter 7 of the Deschutes County 2040 Comprehensive Plan (2040 Plan), pertaining to Natural Hazards (Attachment A). Staff provides a brief background on the process, items recommended to remain in a “parking lot” that will ultimately inform an action plan, and notable testimony. During this meeting, the Board will be asked to provide recommended text, goal, and policy revisions for incorporating in the final document.

I. PROPOSAL

This is a legislative text amendment to repeal and replace the 2030 Comprehensive Plan, adopted in 2011, with the 2040 Plan. No zoning or comprehensive plan map amendments are being considered, nor are any changes to the County’s adopted Goal 5 inventories pertaining to significant natural resources, scenic views, open spaces, mineral and aggregate sites, and historic and cultural resources.

The full record is included on the project hearing page: <https://www.deschutes.org/cd/page/247-23-000644-pa-deschutes-county-2040-comprehensive-plan-update-hearing-page>.

II. BACKGROUND

The 2040 Plan provides background information, a summary of community considerations, and overarching goal and policy guidance pertaining to key issues facing the county. The Board held public hearings to gather testimony for the 2040 Plan on April 10, 2024, in Bend¹;

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-162>

April 23 in Sunriver²; and April 30 in Sisters³; and May 8 in Bend⁴. At the conclusion of the May 8 hearing, the Commission voted to close the oral record, leave the written record open until May 30, and commence deliberations at a subsequent meeting.

Staff held a work session with the Board on June 10⁵ to discuss the process for deliberating the 2040 Plan, ultimately determining to perform an extensive review of the following four chapters:

- July 22: Chapter 3, Farm and Forest Resources
- July 24: Chapter 5, Natural Resources
- July 29: Chapter 7, Natural Hazards
- August 5: Chapter 11, Unincorporated Communities and Destination Resorts.

The Board may choose to conduct additional deliberations if needed. At each one, commissioners will discuss preferred edits to chapter narratives, goals, and policies.⁶ Staff will be seeking consensus from the Board. Some issues may warrant a vote.

Parking Lot

During the June work session, staff introduced the concept of a “parking lot” for items that may be outside the scope of the 2040 Plan. This includes items that are one-time actions more fitting for a subsequent action plan or those that are potentially precluded by state law. They are listed in Attachment B. Staff recommends the Board table them during deliberations, and instead include the list as an attachment to the adopted 2040 Plan. The Board can then discuss them in greater detail through the development of an action plan.

III. KEY ISSUES FOR CONSIDERATION

Chapter 7, Natural Hazards was selected due to numerous public and agency comments. To aid in the Board’s discussion, a high-level summary of topics raised in the record are listed below⁷:

General Comments

- Remove or add disclaimer to climate change related text.

²<https://www.deschutes.org/bcc/page/public-hearing-2020-2040-comprehensive-plan-update>
³ <https://www.deschutes.org/bcc/page/public-hearing-2020-2040-comprehensive-plan-update-0>
⁴ <https://www.deschutes.org/bcc/page/2020-2040-comprehensive-plan-update-public-hearing>
⁵ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-175>

⁶ Scrivener’s errors and technical edits do not need to be discussed as part of the deliberations process. Staff will compile a list to update in the final draft of the document.

⁷ This list does not include items that are considered to be one-time actions, outside the scope of the plan, or potentially precluded by state law. Those items are listed separately in Attachment A “Parking Lot”

- Add additional policies to address current and future impacts of climate change related hazard events.
- Rely on federal and state agencies for mapping of hazard areas.
- Rely on state and federal regulations to manage development in hazard areas.
- Lobby for expedited process to replace dwellings lost to natural disasters.

Flooding

- Limit or prohibit development in high-risk flood areas.
- Revisit floodplain maps.
- Conduct outreach related to seasonal flooding risk.

Wildfire

- Lobby for affordable fire insurance availability.
- Revise wildfire narrative to include natural occurrence of wildfire and human intervention as causes for altered forest and wildlands.
- Amend wildfire narrative section to reference impacts of rural development.
- Rewrite wildfire narrative to include information more specific to Deschutes County.
- Mitigate impacts of prescribed burns to community members.
- Utilize incentives over regulations to mitigate fire risk.
- Limit development in the Wildland Urban Interface (WUI).
- Prohibit new subdivisions in high wildfire risk areas.
- Require more than one access/egress route to developments and subdivisions.
- Require large scale development to analyze impacts to service from fire agencies.
- Remove policies that require home hardening and defensible space.
- Note impact of homeless camps and trails on wildfire risk and potentially limit these uses.

IV. NEXT STEPS

Staff seeks direction from the Board on preferred edits to this chapter. Following the discussion, staff will integrate them into a final version of the 2040 Plan for adoption. The Board’s next deliberation is scheduled for Monday, August 5 to discuss Chapter 11, Unincorporated Communities and Destination Resorts.

Attachments:

- A. Chapter 7, Natural Hazards
- B. “Parking Lot” Issues

7

Natural Hazards





Opportunities, Challenges, and Considerations

Central Oregon is a dynamic region formed and shaped by the powerful forces of nature. Deschutes County residents and visitors rely on the County and its partners to plan for hazardous events and limit harm to people and property.

Continued rapid population growth, development in wildfire-prone areas, and an increased frequency of natural hazard events make planning for and mitigating risks ever more important. As temperatures rise globally, Central Oregon will face challenges due to drought, wildfire, heat events, and storms. The impacts a major Cascadia Subduction Zone earthquake would have on Deschutes County would be substantial as well.

In order to plan for and address natural hazards, Deschutes County has partnered with local jurisdictions to create its Natural Hazards Mitigation Plan (NHMP). Additional opportunities exist to create greater defensible spaces, encourage fire hardening, utilize grant programs, and pursue education measures to reduce these impacts over time.

According to the NHMP, the hazards with greatest risk in Deschutes County are:

- **Winter Storm.** Destructive storms producing heavy snow, ice and cold temperatures occurred throughout the County's history. Increases in population and tourism make potential impacts to shelter, access to medical services, transportation, utilities, fuel sources, and telecommunication systems more acute. The relative frequency of these events combined with their widespread impacts make winter storms the highest-ranked hazard in the NHMP.

- **Wildfire.** Historically, wildland fires have shaped the forests and wildlands valued by residents and visitors. These landscapes, however, are now significantly altered due to increased rural development, warmer and drier conditions, and a general lack of large-scale treatments due to outdated forest management practices, resulting in increased event of wildfires that burn more intensely than in the past.

Statewide Planning Goal 7 requires local comprehensive plans to address Oregon's natural hazards. Protecting people and property from natural hazards requires knowledge, planning, coordination, and education. Good planning does not put buildings or people in harm's way. Planning, especially for the location of essential services like schools, hospitals, fire and police stations, is done with sensitivity to the potential impact of nearby hazards.

- **Windstorm.** A windstorm is generally a short duration event involving straight-line winds and/or gusts in excess of 50 mph. Although windstorms can affect the entirety of Deschutes County, they are especially dangerous in developed areas with significant tree stands and major infrastructure, especially above ground utility lines.
- **Drought.** Periods of drought can have significant impacts on public health, agriculture, and industry. Many counties in eastern Oregon are experiencing more frequent and severe droughts than is historically the norm, and many climate predictions see this trend continuing into the future.
- **Earthquake.** The Pacific Northwest is located at a convergent plate boundary, called the Cascadia Subduction Zone, where the Juan de Fuca and North American tectonic plates meet. This fault line is subject to rare but potentially very large

earthquakes. Such an event would impact Deschutes County communities both directly through damage to infrastructure and property, as well as economically and socially as the broader region recovers from the disaster.

Context

Informed by an understanding of natural hazards, Deschutes County can reduce the risks to property, environmental quality, and human safety through land use planning and review of specific development proposals. The County's policies provide the framework for the County's natural hazards review program. This includes: identification of areas subject to natural hazards, regulations for evaluating land use actions for how they may result in exposure to potential harm from natural hazards, and programmatic elements including partnerships and funding opportunities to support natural hazard risk reduction.

Deschutes County has taken on a number of proactive projects, including:

- 2021 Natural Hazards Mitigation Plan (NHMP)
- 2019 Wildfire Mitigation Advisory Committee
- Project Wildfire, a County-led wildfire education and mitigation program has been in operation since 2012 and has been very successful in changing attitudes towards wildfire and prevention.
- Community Wildfire Protection Plans (CWPP) for many communities, including:
 - » Greater Bend CWPP (2016, expected revision 2021)
 - » Greater La Pine CWPP (2020, expected revision 2025)
 - » Greater Redmond CWPP (2018, expected revision 2023)
 - » Greater Sisters Country CWPP (2019, expected revision 2024)



- » Sunriver CWPP (2020, expected revision 2025)
- » East and West Deschutes County CWPP (2018, expected revision 2023)
- » Upper Deschutes River Coalition CWPP (2018, expected revision 2023)

In addition, dozens of neighborhoods are pursuing or have received FireWise certification through the National Fire Protection Association. The County also supports the Heart of Oregon and Youth Conservation Corps crews in fuels reduction work and other mitigation efforts, with financial assistance from other entities.

Wildfire

According to the Natural Hazards Mitigation Plan, wildfire is the second most significant hazard to the county (after winter storms) and was the most discussed natural hazard discussed during outreach events. Throughout the 20th century, the years with warm and dry conditions corresponded with larger fires that have burned greater areas. Overall increases in heat will also lengthen growing seasons - building greater fuel loads and decreasing soil and fuel moisture, thereby increasing the likelihood of larger fires. By mid-century, the annual potential for very

large fires is projected to increase by at least 350% over the 20th century average.¹

The annual frequency of very high and extreme fire danger days is expected to increase by 10-15 additional days per year by mid-century⁴ (up from 36 currently). These trends are due to exacerbated conditions with a combination of high air temperatures and very low fuel moisture, which increases the likelihood of fire starts that can spread. As Deschutes County communities have experienced, increased fire activity - even at quite a distance - will impact air quality, increasing public health risks and impacting aspects of everyday life.

Research indicates that in regions where fire has moved through the landscape with increased severity, regrowth is changing the species composition of the forests, which are likely to be more resilient to future fires.² Other compounding factors, like drought and pest outbreaks, will continue to build fuel loads in the forests and change the forest's composition. Post-fire landscapes in Deschutes County will likely see increases in the prevalence of invasive and pioneer tree species, and a reduction in fire-susceptible species such as western hemlock, subalpine fir, and some spruce. Fire resistant species like mature Douglas fir and western larch will have greater survival capacity to fire,³ but perhaps not to other stressors. Larger fires that occur over shorter intervals will negatively impact seed dispersion capacity, and reduced moisture available in ponderosa forest regions will be vulnerable to reforestation failures, leading to conversion to other ecosystem types. In the mountain forests, the average yearly area burned is expected to nearly double by mid-century, while the area burned in the grass/shrub plateau areas is likely to decrease slightly by mid-century. This is partly due to extended



¹ Halofsky, J. Peterson, D, Harvey, B. "Changing Wildfire, changing forests: the effects of climate change on fire regimes and vegetation in the Pacific Northwest, USA. Fire Ecology. 2020.

² Sebastian U. Busby, Kevan B. Moffett, Andrés Holz. High severity and short interval wildfires limit forest recovery in the Central Cascade Range. Ecosphere, 2020; 11 (9) DOI: 10.1002/ecs2.3247

³ 6 Halofsky et al. 2020.

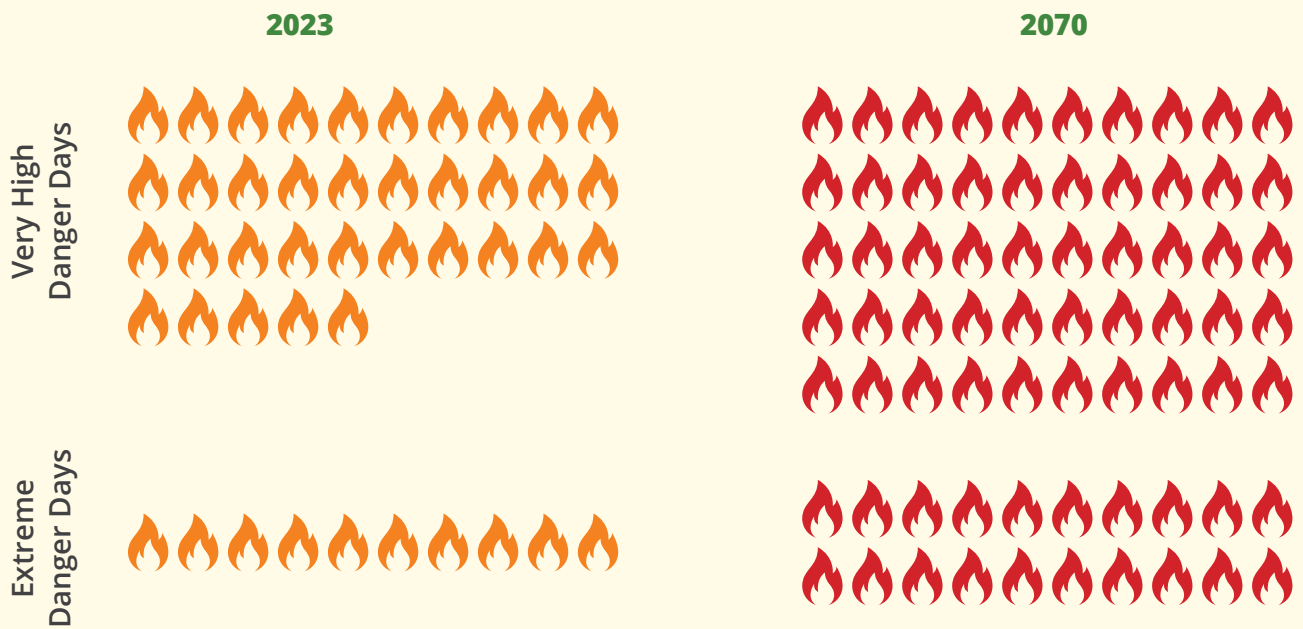
drought decreasing plant growth and therefore available fuel. The risk of unusually severe fires is expected to increase across large swaths of Oregon, including Deschutes County.⁴

WILDFIRE AND HEAT

By the middle of this century, increasing temperatures are expected to drive increasing wildfire risk, especially in the Cascades. The yearly percentage of area burned is likely to increase in the mountains and the interval of return (years between fires) is expected to decrease across the county. Both the highest and lowest summer temperatures will increase, leading to more extreme heat days and reducing the historical nighttime cooling effect of the high desert.

Under all change projections, there will be an increase in the number of days with a heat index above both 90° and 100°F by mid-century.⁸ By 2100, Deschutes County can expect summer maximum temperatures to be 12°F hotter than current highs. Overall, extreme heat is not considered a human health risk in Deschutes County because of low night temperatures and the low humidity in the region. However, the Redmond airport, which sees the hottest temperatures in the county, will likely start to see occasional temperatures above 105° every few years by mid-century, and at least once a year by 2100. In addition, summer night lows are likely to increase by up to 5° degrees by mid-century, reducing the cooling effect of the high desert climate.

Fire Danger near Mt. Bachelor Village



4 Oregon Forest Resources Institute Fact Sheet

Key Community Considerations

Community conversations related to natural hazards have centered around the following topics:

- **Impacts of Climate Change.** Throughout the community engagement process, community members spoke to the importance of recognizing and addressing the impacts of climate change in Deschutes County and its relationship with natural hazard events.
- **Education and Communication.** Providing information about potential risks to residents and visitors can help the community as a whole be more prepared for natural hazards.
- **Development Code Regulations and Incentives.** Some community members expressed a desire for stricter regulations and additional incentives about “fire-wise” construction and defensible space practices.
- **Limiting Development in hazard-prone areas.** Increased development in remote areas of the County, where life-saving services may be scarce and human impacts may exacerbate risks, was a concern for some.

Vulnerable Populations

The socio-demographic qualities of the community population such as language, race and ethnicity, age, income, and educational attainment are significant factors that can influence the community's ability to cope, adapt to and recover from natural disasters. A disproportionate burden is placed upon special needs groups, particularly children, the elderly, the disabled, minorities, and low-income persons. Population vulnerabilities can be reduced or eliminated with proper outreach and community mitigation planning. For planning purposes, it is essential that Deschutes County and the cities of Bend, La Pine, Redmond, and Sisters consider both immediate and long-term socio-demographic implications of hazard resilience.



Goals and Policies

Goal 7.1: Develop policies, partnerships, and programs to increase resilience and response capacity in order to protect people, property, infrastructure, the economy, natural resources, and the environment from natural hazards.

Policy 7.1.1. Partner with county, state, and regional partners to regularly update and implement the Deschutes County Natural Hazards Mitigation Plan.

Policy 7.1.2. Collaborate with federal, state, and local partners to maintain updated mapping of high wildfire risk areas, floodplains, and other natural hazard areas within the county.

Policy 7.1.3. Communicate and cooperate with federal, state, and local entities to clarify responsibilities regarding wildfire mitigation and suppression to improve fire protection services.

Policy 7.1.4. Use the development code to provide incentives and regulations to manage development in areas prone to natural hazards.

Policy 7.1.5. Work with agency partners to address and respond to increased episodes of poor air quality resulting from wildfires in the region.

Policy 7.1.6. Protect wildlife with wildland fire mitigation measures on private lands.

Policy 7.1.7. Address wildfire risk, particularly in the wildland urban interface.

Policy 7.1.8. Identify all areas not protected by structural fire protection agencies and promote discussions to address fire protection in unprotected lands in the County.

Policy 7.1.9. Support forest management practices that reduce wildfire risk.

Policy 7.1.10. Support local fire protection districts and departments in providing and improving fire protection services.

Policy 7.1.11. Continue to review and revise County Code as needed to:

- a. Ensure that land use activities do not aggravate, accelerate or increase the level of risk from natural hazards.
- b. Require development proposals to include an impact evaluation that reviews the ability of the affected fire agency to maintain an appropriate level of service to existing development and the proposed development.
- c. Minimize erosion from development and ensure disturbed or exposed areas are promptly restored to a stable, natural and/or vegetated condition using natural materials or native plants.
- d. Ensure drainage from development or alterations to historic drainage patterns do not increase erosion on-site or on adjacent properties.
- e. Reduce problems associated with administration of the Floodplain Zone.
- f. Require new subdivisions and destination resorts to achieve FireWise Standards or other currently accepted fire mitigation standards from the beginning of the projects and maintain those standards in perpetuity.

Goal 7.2: Ensure the County's built environment and infrastructure are adequately prepared for natural disasters.

Policy 7.2.1. Increase the quality, resiliency, diversity, and redundancy of utility and transportation infrastructure to increase chances of continued service following a natural disaster.

Policy 7.2.2. Prohibit the development of new essential public facilities and uses that serve vulnerable populations from being located within areas at high risk of flooding and wildfire, and aim to relocate existing uses in these areas.

Policy 7.2.3. Support siting of Central Oregon Ready, Responsive, Resilient (CORE3) regional coordinated emergency services training facility.

Policy 7.2.4. Coordinate with emergency service providers when new development is proposed to ensure that response capacity can meet the needs of the new development.

Policy 7.2.5. Require new development to follow home hardening, defensible space, and other resilient design strategies in areas prone to wildfires and other natural hazards.

Policy 7.2.6. Encourage and incentivize development that exceeds minimum building code standards and promote retrofitting of existing development for better natural disaster resiliency.

Policy 7.2.7. Require development to be designed to minimize alteration of the natural landform in areas subject to slope instability, drainage issues or erosion.

Policy 7.2.8. Regulate development in designated floodplains identified on the Deschutes County Zoning Map based on Federal Emergency Management Act regulations.

- a. Continue evaluation of participation in and implementation of the Community Rating System as part of the National Flood Insurance Program.
- b. Cooperate with other stakeholders to identify alternatives for acquiring and/or relocating existing structures prone to flooding.

- c. Continue to coordinate with stakeholders and agency staff to correct mapping errors.

Goal 7.3: Develop programs that inform the public about the increased risks from natural hazards.

Policy 7.3.1. Identify high risk, high need populations and ensure equitable access to emergency preparedness and recovery services.

Policy 7.3.2. Increase outreach and education for hazard awareness and natural disaster preparedness, especially for low-income, elderly, non-English speaking, and other vulnerable populations.

Policy 7.3.3. Expand partnerships with government agencies, utilities, and other groups that can help Deschutes County residents prepare for natural disasters.

Policy 7.3.4. Work with regional partners to establish and maintain adequate support for a Deschutes County Community Emergency Response Team (CERT) to aid in responding to natural hazard events.

Policy 7.3.5. Promote and support business resilience planning.





COMMUNITY DEVELOPMENT

Attachment A "Parking Lot"

Issues identified by staff that are:

- **Potentially precluded by state law or land use goals; or**
- **Action items that may be more fitting for an action plan and subsequent separate project.**

Issue Area	Comprehensive Plan Chapter	Category	Comments
Revise code to have clear and objective standards for all uses	Ch. 2 – Land Use Planning	Action Item	This could be considered through an action plan and subsequent text amendment process.
Conduct area-specific studies for the Three Rivers area	Ch. 2 – Land Use Planning	Action Item	This project is already listed for action in CDD's 2024-2025 work plan.
Require appellants to pay appeal costs	Ch. 2 – Land Use Planning	Precluded by State Law	The procedures and costs associated with appeals are determined by state law.
Limit standing for appeals to adjacent landowners	Ch. 2 – Land Use Planning	Precluded by State Law	The procedures and costs associated with appeals are determined by state law.
Place a moratorium on development to limit future growth	Ch. 2 – Land Use Planning	Precluded by State Law	The process to enact a moratorium on development requires a specific need associated with the moratorium, such as a public health hazard, and can only be for a specified period of time to address that need.
Create a County strategic plan	Ch. 2 – Land Use Planning	Action Item	This could be considered through an action plan item and subsequent process.

Retain agricultural lands zoning for property deemed commercially viable	Ch. 3 – Farm Land	Precluded by State law	DLCD expressed concern regarding this statement, as there are specific criteria in state law to define “agricultural land” relating to soil classification, existing farm uses, and supporting nearby lands. Integrating this language may put the County as risk for appeal.
Ensure regulations do not exceed requirements of ORS or LCDC rule.	Ch. 3 – Farm Land	Action Item	DLCD noted that counties have ability to be stricter, but not less strict on farm related uses. This topic could be explored through the action plan and subsequent text amendment process.
Eliminate or revisit EFU Sub-zones	Ch. 3 – Farm Land	Action Item	This item is more fitting for an action plan. Statue sets a minimum lot size, generally at 80 acres, and allows smaller parcel sizes under a farm study. Elimination of subzones would likely result in larger minimum parcel sizes.
Regulate development through water availability	Ch. 5 – Water Resources	Action Item	This would be more fitting for an action item and would require extensive coordination with DLCD and OWRD.
Require approval of water permits prior to processing applications	Ch. 5 – Water Resources	Action Item	Same comment as above.
Re-evaluate use of water rights	Ch. 5 – Water Resources	Precluded by State Law	The County does not have jurisdiction to regulate water rights.
Require water budgets and monitoring for public lands	Ch. 5 – Water Resources	Precluded by State Law	The County does not have jurisdiction to impose additional water regulations on public landowners.
Require consideration of water availability during UGB expansion processes	Ch. 5 – Water Resources	Precluded by State Law	The County has limitations in authority as UGB expansion processes are regulated by state OAR and ORS. Additionally, any policies related to

			UGBs should include extensive discussions with the County's four cities.
Construct infrastructure to manage or limit water waste	Ch. 5 – Water Resources	Action Item	This topic could be explored through an action plan and subsequent text amendment process.
Replace all wildlife regulations with incentives	Ch. 5 – Wildlife Resources	Action Item	This topic could be explored through an action plan and subsequent text amendment process.
Remove regulations associated with Goal 5 wildlife resources	Ch. 5 – Wildlife Resources	Precluded by State Law	DLCD has noted this item is precluded by state law without an extensive Goal 5 review process and would put the County at risk for appeal.
Remove Floodplain zoning from irrigation districts and canals	Ch. 7 – Natural Hazards	Action Item	This topic could be explored through an action plan and subsequent text amendment process.
Advocate for legislation to enable transitional housing outside UGBs	Ch. 10 – Housing	Action Item	This topic could be explored through an action plan and coordination with the County's lobbyist.
Make the Three Rivers census designated place an unincorporated community	Ch. 11 – Unincorporated Communities	Precluded by State Law	A county cannot designate new unincorporated communities, state rule notes that only those communities existing as of 1994 can have this status. This language could put the County at risk of appeal.
Restrict development of destination resorts	Ch. 11 – Destination Resorts	Action Item	This topic received many public comments, both in favor and against. Staff recommends this topic be further explored through an action plan item and subsequent text amendment process.
Clarify that no restrictions can be imposed that limit, make unfeasible or prevent development of destination resorts	Ch. 11 – Destination Resorts	Precluded by state law	DLCD noted in their comment letter that eligibility of a site does not guarantee compliance with applicable regulations or secure land use approval. This language could put the County at risk of appeal.