



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 18, 2026

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

AGENDA

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

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

Citizen Input: The Board of Commissioners provides time during its public meetings for Citizen Input. Alternatively, comments may be submitted on any topic at any time by emailing 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/3h3oqdD>.
- 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.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for Citizen Input. This is an opportunity for citizens to communicate to the Commissioners. Citizen Input is not available for matters that have closed records, are presently scheduled for a public hearing, or are anticipated or likely to come before the Commissioners as a future public hearing. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

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.*

COMMISSIONER ANNOUNCEMENTS

CONSENT AGENDA

- [1.](#) Approval of a lease with the City of Bend for use of rooftop space at 1164 NW Bond Street in Bend, for drone operations through its police department
- [2.](#) Approval of an intergovernmental agreement accepting funding from the Oregon Health Authority for a Veteran Behavioral Health Peer Support Specialist position; and approval of Resolution 2026-002 increasing appropriations and FTE within the Health Services Fund
- [3.](#) Approval of Resolution No. 2026-005, increasing appropriations and FTE in association with the receipt of an Organized Retail Theft Grant
- [4.](#) Approval of an amendment to an Intergovernmental Agreement with the Oregon Department of Human Services for the provision of Functional Family Therapy
- [5.](#) Approval of Resolution No. 2026-006 adding 1.0 FTE Custodian position in the Facilities Department
- [6.](#) Authorization to extend the contract with Business Oregon for Community Development Block Grant funding by six months
- [7.](#) Approval of Resolution No. 2026-007 Declaring a Countywide State of Emergency and Requesting State Declaration of Drought Emergency within all of Deschutes County
8. Consideration of Board Signature on letter appointing Scott Salvage for service on the Pinewood Country Estates Special Road District

9. Approval of the minutes of the Mid-Year Budget Committee meeting on January 16, 2026
10. Approval of the BOCC meeting minutes of January 20, 21 and 26, 2026
11. Approval of the minutes of the February 5, 2026 BOCC Legislative Update meeting

ACTION ITEMS

- [12.](#) **9:10 AM** Second Reading and adoption of Ordinance No. 2026-003 amending Deschutes County Code section 4.20
- [13.](#) **9:15 AM** Department Performance Measures Updates for FY 26 Q2
- [14.](#) **10:05 AM** Draft letter of support for the Terrebonne Sanitary District's Community Initiated Project (CIP) funding request

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This meeting/event is accessible. Accommodations including sign and other language interpreter services, assistive listening devices, materials in alternate formats such as Braille, large print, electronic formats, or language translations are available upon advance request at no cost. Please make a request at least 24 hours in advance of the meeting/event by calling Brenda Fritsvold at (541) 388-6572 or send an email to brenda.fritsvold@deschutes.org.



El condado de Deschutes anima a las personas con discapacidad a participar en todos los programas y actividades. Esta reunión/evento es accesible. Hay disponibles servicios de intérprete de lengua de señas y de otros idiomas, dispositivos de escucha asistida, materiales en formatos alternativos como braille, letra grande, formatos electrónicos, traducciones o cualquier otra adaptación, con solicitud previa y sin ningún costo. Haga su solicitud al menos 24 horas antes de la reunión/el evento llamando a Brenda Fritsvold al (541) 388-6572 o envíe un correo electrónico a brenda.fritsvold@deschutes.org.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Approval of a lease with the City of Bend for use of rooftop space at 1164 NW Bond Street in Bend, for drone operations through its police department

RECOMMENDED MOTION:

Move approval of Document No. 2026-0001, a Lease with the City of Bend for use of +/- 532 square feet of rooftop space at 1164 NW Bond Street in Bend for drone operations through its police department.

BACKGROUND AND POLICY IMPLICATIONS:

Through careful evaluation, the Bend Police Department (Bend PD) identified the rooftop at the Deschutes County Courthouse located at 1164 NW Bond Street in Bend as an ideal location to establish a docked drone with an airspace safety system allowing for drone operations to assist first responders in emergencies throughout the surrounding community.

County Facilities, in collaboration with Bend PD, determined the rooftop footprint and location for required infrastructure (including power and internet connection) that will need to be installed to support drone operations. This infrastructure will be established at the sole cost and expense of the City of Bend.

The District Attorney's Office, Sheriff's Office and State Courts are in support of establishing drone operations at the Courthouse.

The lease includes an initial one-year term at \$119/month with 3% annual increases with one-year extension options. Bend will pay \$16/month for utilities with 4% annual increases. The lease may be terminated with a 30-day written notice by either party.

BUDGET IMPACTS:

Rent at \$119/month with 3% annual increases and utilities at \$16/month with 4% annual increase.

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

REVIEWED

LEGAL COUNSEL

INTERGOVERNMENTAL LEASE AGREEMENT

This Lease ("Lease") is made as of the date of the last signature affixed hereto ("Effective Date") by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **CITY OF BEND**, an Oregon municipal corporation ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

RECITALS

- A. Lessor owns certain real property ("Property") and improvements ("Building") located at 1164 NW Bond Street, Bend, Oregon 97703, as shown in Exhibit A, attached hereto and incorporated herein.
- B. Lessee, acting by and through the Bend Police Department, operates a drone program for law enforcement and related purposes within the City of Bend ("Drone Operations").
- C. Lessee desires to lease from Lessor approximately five hundred thirty-two (532) square feet of rooftop space, as shown in Exhibit B, attached hereto and incorporated herein for the installation, operation and maintenance of drone equipment ("Equipment").
- D. The Parties have identified the rooftop location ("Rooftop Space") for Equipment and approximate location required for infrastructure to include wiring, cabling, and conduits ("Infrastructure") to support Equipment, collectively referred to as the premises ("Premises").

AGREEMENT

- 1. LEASE. Lessor hereby leases to Lessee and Lessee leases from Lessor the Premises.
 - a. If the location of the Premises is adjusted during Equipment and Infrastructure installation, the Lease will be amended by the Parties to memorialize such change.
- 2. OCCUPANCY. The Parties agree that the terms of this Lease are as follows:
 - a. TERM.
 - i. It is anticipated that Lessee's Equipment and Infrastructure installation and establishing Drone Operations will take sixty (60) days to complete from the Effective Date. Once Equipment and Infrastructure are installed and Drone Operations are established, the Parties will amend the Lease to memorialize the lease term ("Commencement Date").

- ii. The term of this Lease shall expire, unless renewed or extended, one (1) year from the Commencement Date, unless sooner terminated in accordance with the Lease ("Initial Term").
 - iii. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with thirty (30) days written notice given to the other Party, as required in Section 19.
- b. OPTION TO RENEW. If the Lessee is not then in default, as further described and provided in Section 18, and the Lease has not been terminated in accordance hereof, the Parties shall have the Option to Renew ("Renewal") for additional One (1) year terms under the same terms and conditions set forth herein except for any modifications to this Lease agreed to in writing by amendment. The Renewal terms will be memorialized by a letter signed by both Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.
3. RENT. Lessee shall pay to Lessor as base rent ("Base Rent"), the sum of One-Hundred and Nineteen (\$119) Dollars per month upon the Commencement Date specified in Section 2.
- a. Base Rent shall be payable, in advance, on the first day of each month without notice or demand, by USPS to Lessor to the address specified in Section 19.
 - b. The Base Rent for each successive year of the Initial Term shall increase by three percent (3.0%) annually, as outlined in the grid below.

Lease Year	Lease Term	Percentage Increase per Annum	Base Rent per Month
Year 1	Initial Term		\$119/mo.
Year 1 of Renewal Term	Renewal Term	3%	\$123/mo.
Year 2 of Renewal Term	Renewal Term	3%	\$127/mo.
	Renewal each year thereafter until renegotiated	3%	

4. USE OF PREMISES. The Premises shall be used by Lessee for the Drone Operations.
- a. Lessee will not cause any nuisance nor permit any objectionable fumes, electromagnetic waves, vibration, noise, light, or radiation to be emitted from the Premises.
 - b. Lessee will at its expense promptly comply and cause the Premises to comply with all Laws applicable to Lessee's Drone Operations.
 - c. Lessee shall have access to Premises Seven (7) days a week, Twenty-Four (24) hours a day.

- d. Lessee shall not use Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.
5. PARKING. Lessee shall have nonexclusive right to access and utilize vehicle parking spaces in County parking lots on the Property for the purposes of Drone Operations. Lessee will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.
6. RESTRICTION OF USE. In connection with the use of the Premises, Lessee shall:
- a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real Property, or which would tend to create a nuisance or damage the reputation of the real Property.
 - c. Refrain from making any unlawful or offensive use of said Property or to suffer or permit any waste or strip thereof.
 - d. Exercise diligence in protecting from damage the real Property and common area of Lessor covered by and used in connection with this Lease.
 - e. Be responsible for removing any liens placed on said Property as a result of Lessee's use of Leased Premises.
 - f. Comply with Lessor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Lessor upon request (copies of referenced policies were provided to Lessee prior to execution of this Lease).
 - g. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 6 Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease,

Lessee shall remove all Hazardous Substances from the Premises.

Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- h. Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on, under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 6 (h) will survive the expiration or termination of this Lease.

7. ALTERATIONS.

- a. Lessee acknowledges that the Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Lessor warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b. Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Lessor's written consent, which shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- c. Lessee may place fixtures, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by the Lessor.
- d. Lessee's Equipment and supporting infrastructure shall be installed at the sole cost and expense of the Lessee.
- i. Lessee may install through a licensed Contractor one dedicated 110 AC waterproof electrical circuit with outlet. Lessee shall submit in writing a depiction of desired location for circuit and outlet to Lessor's Property Management to coordinate approval, which shall not be unreasonably withheld or delayed.
- ii. Lessee shall install through a licensed Provider two hard wire network cables with conduits originating on the street and shall be professionally

installed on the exterior of the building to the Premises. Lessee does not require a standalone antenna.

- iii. Lessee shall be responsible for the performance of the Contractor.
- iv. Lessee shall require Contractor to carry commercial general liability insurance against personal and bodily injury, including death, and property damage on an occurrence basis with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. Such insurance shall be in force prior to the Contractor gaining access to the Premises.
- v. Lessee shall require Contractor to indemnify, defend, and save harmless the Lessor, its officers, agents, employees, and volunteers (collectively, "Lessor's Agents") from and against all claims, suits or action, damages, costs, losses and expenses in any manner to the extent resulting from, arising out of, or connected with any injury to any persons or property caused directly or indirectly by Contractor's negligence or other wrongful conduct.
- vi. Lessee does not require any security cameras or additional security measures.
- vii. Lessee does not need access to any other common space other than described herein.
- viii. Lessee does not need to utilize Lessor's existing network or Data IT Closet or other technology related infrastructure.
- e. Lessee intends to submit Equipment drawings for Lessor's approval within Forty-Five (45) days of the Effective Date, which shall not be unreasonably withheld or delayed.
 - i. Equipment drawings must include a depiction of the preferred location for:
 - 1. Rooftop Space for Drone equipment.
 - 2. One dedicated 110 AC waterproof electrical circuit with outlet location.
 - 3. Two hard wire network cables with conduits.
- f. Lessee will install only such equipment in the Premises as agreed upon by Lessor and will not overload the floors or electrical circuits of the Building or Premises or change the wiring or plumbing of the Building or Premises.
- g. Any equipment, cables, wiring, conduit, additional dedicated circuits, and any additional air conditioning required because of any such equipment installed by Lessee will be installed, maintained, and operated at Lessee's sole expense and in accordance with Lessor's requirements.

- h. ADA Compliance. Lessor and Lessee agree and acknowledge that the provisions of the Americans with Disabilities Act of 1990 ("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Lessor and Lessee agree that the responsibility for compliance with the ADA will be allocated exclusively to the Lessee for the Premises, but not for the Property. Lessee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Lessee's proportionate share of any parking areas, sidewalks, and any walkways. Lessor will have no obligation to supervise, monitor, or otherwise review the compliance activities of Lessee, nor shall Lessee have any obligation to supervise, monitor or review compliance activities of Lessor or any other lessee of space in the Property.
8. LESSOR'S OBLIGATIONS. The following shall be the responsibility of the Lessor:
- a. Lessor shall perform all necessary maintenance and repairs to the Property structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Property. Lessor shall maintain the Property in a hazard free condition and shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems on the Property obtaining required permits and inspections from Code enforcement authorities, and shall keep the Property, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.
 - b. Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.
9. LESSEE'S OBLIGATIONS. The following shall be the responsibility of the Lessee:
- e. After the execution of the Lease, if applicable, Lessee shall apply within fifteen (15) days for a property tax exemption status based on Lessee's government or nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property and Premises, Lessee shall pay before delinquency, the pro-rata share of property taxes, assessments, special assessments, and levies against the portion of the Property or Premises, which are due and payable during the term of this Lease or any extension hereof.
 - f. Prior to delinquency, Lessee shall pay all personal property taxes on Lessee's alterations and utility installations, trade fixtures, furnishings, equipment, inventory and all other personal property in or about the portion of the Property subject to taxation.

10. REPAIRS, MAINTENANCE AND REPLACEMENT.

- a. Lessor's Obligations. The following shall be the responsibility of the Lessor. Lessor will repair, maintain in hazard free condition, and replace the following, as needed, on the Premises and Property.
- i. Structure, foundation, exterior walls, roof, gutters, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, fire systems; and
 - ii. Sidewalks, curbs, driveways, parking area, and maintaining the grounds and landscaping which are located on or serve the Premises and Property, and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - iii. Interior and exterior paint, heating, air conditioning, plumbing, electrical, and lighting systems including ceiling fixture light bulbs in the Premises and Property and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - iv. Provide a non-exclusive right of ingress, egress, and access from a public right-of-way or Building common area, Seven (7) days a week, Twenty-Four (24) hours a day, over the Property and in and through the Building to and from the Premises for the purpose of installation, operation and maintenance of the Equipment.
- b. Lessee's Obligations. Lessee shall maintain Premises in good working order.
- i. Lessee shall maintain all portions of the Premises and fixtures situated within the Premises, in good order and repair; and
 - ii. Lessee shall incur all costs to maintain the Premises in good repair and order; and
 - iii. Lessee shall maintain, repair, and replace, if necessary, all special equipment and decorative treatments installed by or at Lessee's request and that serve the Premises only; and
 - iv. Lessee shall not commit waste to the Premises, Building, common areas, or Property; and
 - v. Lessee shall be responsible for any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this Lease; and
 - vi. Lessee shall make all necessary repairs and replacements to all portions of the Premises and pay Landlord for the repairs or replacements to the Property if any such repairs or replacements are needed because of Lessee's misuse or primary negligence; and

- vii. Any repairs or alterations required under Lessee's obligation as set forth in "Restrictions on Use" above must comply with all laws and regulations; and
- viii. If Lessee fails to perform Lessee's obligations under this Section 10, b. or under any other Section of this Lease, after Ten (10) business days' written notice to Lessee, except in an emergency when no notice will be required, Lessor may enter the Premises, perform the obligations on Lessee's behalf, and recover the cost of performance, together with interest at the rate of Twelve (12) percent per year, as Additional Rent payable by Lessee with the next installment of Base Rent, as long as that rate does not exceed the maximum rate then allowed by Law.
- c. Lessor's Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by the Lessee.
 - i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or disturbance resulting from Lessor's activities performed in conformance with this provision.
- d. Inspection of Premises. Lessor will make every effort to access the Premises to minimally disturb Lessee's operation to determine the necessity of repair or maintenance of Premises or a portion of the Property or replacement of such. In the case of an emergency, Lessor shall access the Premises as needed.

11. UTILITIES AND SERVICES.

- a. Lessor shall provide adequate heat, electricity, water, sewer, air conditioning, and trash removal service for the Property.
- b. Lessee shall pay to Lessor its proportionate share of the overall Property utility costs per month, including electricity without offset, the initial sum of Sixteen Dollars (\$16) upon the Effective Date of the Lease.
- c. The utility payment shall be payable, in advance, on the first day of each month or without notice or demand, by USPS to Lessor to the address specified in Section 19.
- d. Beginning on Effective Date, the utility payment for each successive year shall increase by four percent (4%) each year, annually, as outlined in the grid below.

Lease Year	Lease Term	Percentage Increase each annum	Utility Rate per Month
Year 1	Initial Term		\$16/mo.
Year 1 of Renewal Term	Renewal Term	4%	\$17/mo.
Year 2 of Renewal Term	Renewal Term	4%	\$18/mo.
	Renewal each year thereafter until renegotiated	4%	

- e. Lessee is solely responsible for any janitorial services for hazardous waste disposal and emergency clean-up resulting directly from Lessee's use of Premises.
- f. Lessee shall be responsible for providing all communications services and amenities necessary to operate the Program, including but not limited to: telephone, internet, TV, and all wireless communications.
- g. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the Property, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold.

12. LIENS.

- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real Property and shall keep the real Property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- b. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

13. INSURANCE.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.
 - i. Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Lessee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Lessee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace. Claims Made Policy (completed by County Risk Management)
☐ Approved ☐ Not Approved
- f. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee 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.

14. INDEMNIFICATION. Subject to the Oregon Tort Claims Act and Oregon Constitution, Lessee agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, employees, and volunteers (collectively, "Lessor's Agents") from and against all claims, suits or action, damages, costs, losses and expenses in any manner to the extent resulting from, arising out of, or connected with any injury to any persons or property caused directly or indirectly by Lessee's negligence or other wrongful conduct arising under this Lease. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.
15. CASUALTY DAMAGE. If the Premises or Lessor's improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee. This section does not apply to any improvements made by Lessee.
16. SURRENDER OF LEASED PREMISES. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, the Lessee shall surrender the real Property or portion thereof to Lessor in the same condition as the real Property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
17. NON-WAIVER. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
18. DEFAULT. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after thirty (30) days notice in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues

diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

19. NOTICES. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective forty-eight (48) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor. Deschutes County Property Management
Attn: Kristie Bollinger
14 NW Kearney Avenue
Bend, Oregon 97703
Phone: 541-385-1414
Email: Kristie.Bollinger@deschutes.org
Mailing:
PO Box 6005
Bend, OR 97708-6005

Lessee. City of Bend
Attn: Real Estate
With a copy to: Legal Dept.
P.O. Box 431
Bend, OR 97709-0431
Phone: (541) 388-5505
Email: realestate@bendoregon.gov
legalnotice@bendoregon.gov

20. ASSIGNMENT. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.
21. HOLDOVER. If Lessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.
22. AUDIT. Lessee reserves the right to audit, at Lessee's expense, Lessor's access records pertinent to this Lease.
23. ATTORNEYS' FEES. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
24. AUTHORITY. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.

25. COUNTERPARTS. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
26. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.
27. GOVERNING LAW. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
28. VENUE. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.
29. ENTIRE LEASE.
THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE.

[SIGNATURE PAGES FOLLOW]

LESSEE:

DATED this ___ day of 11/11/2026, 2026

CITY OF BEND, an Oregon municipal
corporation

Signed by:



E252C040057E4D8...

Eric King, City Manager

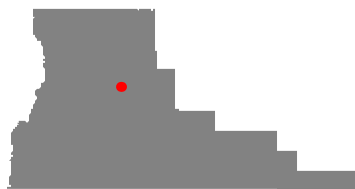
Signed by:



F611EF3EF8974BD

City Attorney's Office

Property



Date: 5/14/2025

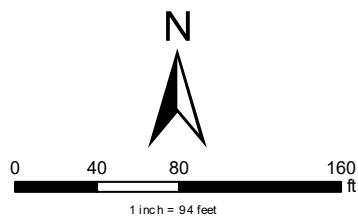


Exhibit B Rooftop Space



Certificate Of Completion

Envelope Id: 778AC409-2E0A-46E9-A572-EDA18DB88FBE

Status: Completed

Subject: Complete with DocuSign: 2026 Lease - City of Bend Police Department FINAL.pdf

Source Envelope:

Document Pages: 17

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Misty Driggers

AutoNav: Enabled

710 NW Wall st.

Envelopeld Stamping: Enabled

Bend, OR 97703

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

mdriggers@bendoregon.gov

IP Address: 216.170.223.74

Record Tracking

Status: Original

Holder: Misty Driggers

Location: DocuSign

1/9/2026 1:00:24 PM

mdriggers@bendoregon.gov

Signer Events

Signature

Timestamp

Matthew Stuart

Completed

Sent: 1/9/2026 1:03:06 PM

mstuart@bendoregon.gov

Viewed: 1/9/2026 1:49:01 PM

Real Estate Director

Signed: 1/9/2026 1:49:05 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 98.142.36.35

Electronic Record and Signature Disclosure:

Accepted: 7/17/2025 1:09:49 PM

ID: d387ae1d-c77e-4c57-ad4a-b4bccaf6738d

Company Name: City of Bend CMO

Michael Selkirk

Signed by:



F611EF5EF8974BD...

Sent: 1/9/2026 1:49:06 PM

mselkirk@bendoregon.gov

Viewed: 1/11/2026 6:52:39 PM

Security Level: Email, Account Authentication
(None)

Signed: 1/11/2026 6:53:00 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.204.132.164

Electronic Record and Signature Disclosure:

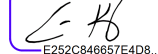
Accepted: 12/15/2025 9:14:12 AM

ID: 8a64eeb0-4971-4ef2-9c32-960ec2685d05

Company Name: City of Bend CMO

Eric King

Signed by:



E252C846657E4D8...

Sent: 1/11/2026 6:53:01 PM

eking@bendoregon.gov

Viewed: 1/11/2026 7:45:54 PM

City Manager

Signed: 1/11/2026 7:46:51 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address:

2600:100f:b122:ec0b:d41c:b949:3f6c:249e

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/15/2025 10:21:16 AM

ID: de39d522-8d61-42f3-949e-565b295689ca

Company Name: City of Bend CMO

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Misty Driggers
mdriggers@bendoregon.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/11/2026 7:46:52 PM

Electronic Record and Signature Disclosure:
Accepted: 6/21/2023 10:01:06 AM
ID: 59ae3ca1-c418-453a-9d91-62ebc209195d
Company Name: City of Bend CMO

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/9/2026 1:03:06 PM
Certified Delivered	Security Checked	1/11/2026 7:45:54 PM
Signing Complete	Security Checked	1/11/2026 7:46:51 PM
Completed	Security Checked	1/11/2026 7:46:52 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bend (we, us or City) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. Paper copies may also be requested from City by contacting Procurement.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Notices and disclosures may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. You can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact the City:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise the City of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dgalanaugh@bendoregon.gov and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dgalanaugh@bendoregon.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with the City

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;**
- ii. send us an email to dgalanaugh@bendoregon.gov and in the body of such request you must state your email, full name, mailing address, and telephone number.**

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here:
<https://support.docusign.com/guides/signer-guide-signing-system-requirements>.


Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify the City as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by the City during the course of your relationship with the City.

CERTIFICATE OF COVERAGE

Agent Brown & Brown Insurance Services, Inc. 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204 www.bbrown.com	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
Named Member or Participant City of Bend PO Box 1458 Bend OR 97709	Companies Affording Coverage COMPANY A - Citycounty Insurance Services (CIS) COMPANY B - National Union Fire Ins Co of Pitts COMPANY C - Multiple COMPANY D - Federal Insurance Company COMPANY E -	

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability ✓ Commercial General Liability ✓ Public Officials Liability ✓ Employment Practices ✓ Occurrence	A	25LBEN	7/1/2025	7/1/2026	General Aggregate: Each Occurrence:	30,000,000 10,000,000
Auto Liability ✓ Scheduled Autos ✓ Hired Autos ✓ Non-Owned Autos	A	25LBEN	7/1/2025	7/1/2026	General Aggregate: Each Occurrence:	None 10,000,000
Auto Physical Damage ✓ Scheduled Autos ✓ Hired Autos ✓ Non-Owned Autos	A	25APDBEN	7/1/2025	7/1/2026		Per Schedule
Property						
Boiler and Machinery						
Excess Liability						
Excess Crime						
Excess Earthquake						
Excess Flood						
Cyber Security					Claims-Made/Aggregate:	
Difference in Conditions						

Description:

RE: Operations of Insured with respects to use of building by Bend Police Dept.
Property location: 1164 NW Bond Street, Bend, Oregon 97703
CIS Trust General and Auto Liability Coverage Agreement - CIS GL/AL applies. Refer to attached. Subject to policy terms, conditions and exclusions.

Certificate Holder:

Deschutes County
Property Management
PO Box 6005
Bend OR 97708-6005

CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.



By: Ron Cutter

Date: 1/7/2026

CIS TRUST

GENERAL AND AUTO LIABILITY COVERAGE AGREEMENT

This is an agreement between the **Trust**, as defined herein, and the **named member** identified in the General & Auto Liability Coverage Declarations as “Named Member” for “Public Entity Liability Coverage” for the applicable coverage period. Various provisions of this agreement restrict coverage. Read the entire coverage agreement carefully to determine rights, duties, and what is and what is not covered. Words or phrases that appear in **bold-faced** type have special meaning and are defined in Sections 1, 10B, 11B, and 12C.

1. DEFINITIONS

A. **"Administration"** means:

- (1) Giving counsel to employees with respect to the **employee benefit programs**;
- (2) Interpreting the **employee benefit programs**;
- (3) Handling records in connection with **employee benefit programs**;
- (4) Effecting enrollment, termination or cancellation of employees under the **employee benefits programs**;

provided all such acts are authorized by the **named member**.

B. **"Airport"** means any area of land or water that is intended for the landing and takeoff of aircraft, and includes its buildings and related facilities, if any.

C. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. **"Claim"** means any notice or demand to the **named member** by or on behalf of a party seeking **damages** that reasonably communicates to the **named member** the party's intent to seek money **damages** from the **member**.

E. **"Covered Auto"** means any vehicle designed for land transportation, whether or not licensed for highway use, and owned or operated by the **member**.

F. **"Damages"** means all sums recoverable by law from any liability covered under this coverage agreement, including punitive damages if awarded, but not including any sums awarded for plaintiff's attorney fees, or expert fees, under any statute including but not limited to, 42 U.S. Code, 1988, in any case in which monetary damages are not sought or not awarded. Damages do not include:

- (1) Costs necessary to comply with injunctions or declaratory relief.
- (2) Sums recoverable for breach of contract; express or implied.

- (3) Sums awarded as compensation due or accruing to the benefit of the employee while still employed by the **named member**.
 - (4) Sums sought or awarded for claims of unjust enrichment, money had and received or replevin.
 - (5) Sums due to taxing authorities, insurance programs, or retirement plans as a result of an award of damages or claim settlement.
 - (6) Fines or penalties assessed to the Member for non-payment of taxes, insurance contributions or retirement plan contributions.
- G. **"Employee benefit programs"** shall mean group life insurance, group health insurance, profit sharing plans, pension plan, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.
- H. **"Fungus or fungi"** includes but is not limited to any form or type of mold, mushroom or mildew.
- I. **"Hazardous properties"** means radioactive, toxic or explosive properties.
- J. **"Hospital" or "nursing home"** means any facility with an organized medical staff, with permanent facilities that include inpatient beds and with medical services, including physician services and continuous nursing services under the supervision of registered nurses, to provide diagnosis and medical or surgical treatment including but not limited to providing treatment for 1) acutely ill patients and accident victims, 2) mentally ill patients or 3) patients in special inpatient care facilities. However, in-patient care facilities incidental to correctional facilities shall not be considered a **hospital** or **nursing home**.
- K. **"Member"** means the entity named on the declarations page and its officers, employees and agents including volunteers, authorized to act on behalf of the **named member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function. The term **member** shall also include **additional members** to the extent coverage is afforded under the definition of **additional member**.
- (1) **"Named member"** means the entity named as such on the Declarations page of the coverage agreement,
 - (2) **"Additional member"** means any party whom a public body covered under this coverage agreement has agreed to hold harmless, indemnify or defend pursuant to a contract or other agreement lawfully entered into by such public body. However, in no event shall coverage under this coverage agreement extend to such party for any **claim** arising out of an **occurrence** after the expiration of this coverage agreement or the expiration of the contract or agreement entered into by the public body, whichever shall occur first. Further, in no event shall coverage under this coverage agreement extend to such party for any **claim**, however or whenever asserted, arising out of such party's sole negligence. Except as specified in this paragraph, such party shall have no rights under the **Trust Agreement**, Bylaws or Rules of the **Trust**. The term "additional insured" if used on a certificate of coverage, shall be understood to mean the same as **additional member**.
- L. **"Nuclear Facility"** means:
- (1) Any nuclear reactor;

- (2) Any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium,
 - b. processing or utilizing **spent fuel**, or
 - c. handling, processing, or packaging **nuclear waste**;
- (3) any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of the **member** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- M. **“Nuclear material”** means **source material**, **special nuclear material** or **by-product material**.
- N. **“Nuclear reactor”** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- O. **“Nuclear waste”** means any waste material:
 - (1) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore process primarily for its **source material** content, and
 - (2) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of **nuclear facility**.
- P. **“Nursing home”** see **Hospital**.
- Q. **“Occurrence”** means:
 - (1) an incident, event, act, error or omission which occurs during the coverage period:
or
 - (2) a series of related incidents, events, acts, errors or omissions; or a continuous or repeated exposure to substantially the same general conditions, which occur during the coverage period. If the **occurrence** begins in one coverage period and ends in another, the **occurrence** shall be deemed to have taken place during the last such coverage period. Such incidents, events, acts, errors or omissions, or continuous or repeated exposures to substantially the same conditions shall be deemed to be a single **occurrence** for purposes of determining the “per occurrence” limit of liability and deductible, if any. Only the coverage and limits in effect for the last coverage period shall apply and only one “per occurrence” limit shall be available for each such multi-period **occurrence** regardless of the number of coverages under this coverage agreement which may apply to such **occurrence**.

- R. **"Personal Injury"** means false arrest, detention, imprisonment, malicious prosecution, libel, slander, or publication or utterance in violation of the individual's right of privacy, wrongful entry or eviction, or invasion of the right of private occupancy.
- S. **"Pollutants,"** as used in exclusion Section 4I, means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkali, and chemicals, bacteria, organisms, and pathogens. However, **pollutants** does not include sewage which through the negligence of the **member** escapes the confines of a municipal sewage treatment system owned or operated by the **member**.
- T. **"Property Damage"** means injury to or destruction of tangible property.
- U. **"Source material," "special nuclear material,"** or **"by-product material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- V. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- W. **"Spore(s)"** include any reproductive body produced or arising out of any **fungus or fungi**.
- X. **"Trust Agreement"** means the CITY COUNTY INSURANCE SERVICES DECLARATION AND AGREEMENT OF TRUST.
- Y. **"Trust"** means the CIS or CIS Trust, as described in the **Trust Agreement**.
- Z. **"Waste"** as used in exclusion Section 4I, includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

2. COVERAGES

In accordance with and subject to the General & Auto Liability Coverage Declarations applicable to the **named member** to which this Coverage Agreement applies; the City County Insurance Services Declaration and Agreement of Trust (herein "**Trust Agreement**"); the Bylaws and Rules of the **Trust**; and the terms, conditions, and limitations of this Coverage Agreement and in consideration of the contribution for which this coverage agreement is written, the **Trust** will pay on behalf of the **member** all **damages** arising out of an **occurrence**, not to exceed the Limits of Liability as set further described in Section 4. of this Coverage Agreement because of:

- Coverage A: Liability arising under Oregon Revised Statutes 30.260 to 30.300; asserted pursuant to ORS 30.260 to 30.300.
- Coverage B: Liability arising under 42 U.S. Code 1983; 42 U.S. Code 2000e, et seq. (Title VII of the Civil Rights Act of 1964); 29 U.S. Code 621, et seq. (Age Discrimination in Employment Act of 1967); The Americans with Disabilities Act; The Civil Rights Act of 1991; 42 U.S. Code 1981; 42 U.S. Code 3601, et seq. (The Fair Housing Act); ORS Chapter 659; ORS Chapter 659A; ORS 652.355; ORS 654.062; 29 U.S. Code Sec. 261, et seq. (Family and Medical Leave Act); or any law amendatory thereof.
- Coverage C: Tort liability for **bodily injury, personal injury** and **property damage** for which the **member** is legally liable under the laws of any jurisdiction other than the State of Oregon and other than any United States Federal jurisdiction to which this coverage agreement applies.

- Coverage D: Tort liability for the negligence of others assumed by the **named member** under contract, except as limited in the definition of the term "**member**" in Section 1. of this Coverage Agreement.
- Coverage E: Liability to a **named member's** employee, prospective employee, former employee or the beneficiaries or legal representatives thereof, arising out of, and asserted pursuant to, ORS 30.260 to 30.300, and caused by an **occurrence** consisting of or based upon the **member's** negligent errors or omissions in the **administration** of the **named member's employee benefits program**.
- Coverage F: Uninsured/Underinsured Motorists Coverage as set forth in Section 10 of this coverage agreement, pursuant to ORS 278.215. The Limits of Liability of such coverage with respect to a **member** shall be the Per Occurrence Limit for General and Auto Liability Coverage as set forth in the General and Auto Liability Declarations. The limits of liability of such coverage with respect to a permissive user of a **covered auto**, other than a **member**, shall be the amounts set forth in ORS 806.070 that is the minimum liability limits of the Financial Responsibility Law as provided in the Oregon Vehicle Code and as set forth in Section 8 of this coverage agreement.

In accordance with and subject to the Declarations, the **Trust Agreement**, Bylaws and Rules of the **Trust**, and in consideration of the contribution for which this Coverage Agreement is written, and independent of Coverages A - F above, the **Trust** will pay:

- Coverage G: Legal expenses reasonably incurred by a public official of the **named member** arising out of defense of a complaint alleging violation of ORS 244.040 or 244.120 to 244.135, subject to the terms and conditions set forth in Section 7, ETHICS LEGAL EXPENSE COVERAGE of this coverage agreement.
- Coverage H: The actual or alleged accidental discharge, dispersal, release or escape of pollutants, subject to the terms, conditions, and limitations set forth in this Coverage Agreement, specifically including, without limitation, Section 11, LIMITED POLLUTION LIABILITY COVERAGE.
- Coverage I: Unless such expenses or **damages** are otherwise covered by this Coverage Agreement, CYBER SECURITY EXPENSE COVERAGE as set forth in Section 12.

The **Trust** shall have the right and duty to defend, with legal counsel selected by the **Trust**, any claim or suit against the **member** seeking **damages**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The duty to defend any claim or suit shall terminate, except as provided hereafter, when such claim or suit ceases to seek **damages** against the **member**. Provided, however, that the duty to defend any claim or suit shall not terminate so long as the claim or suit includes an allegation of breach of an implied contract arising out of an employment relationship with the **named member**.

3. DEDUCTIBLES

A. CONDITIONAL DEDUCTIBLE: Employment Practices



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Approval of an intergovernmental agreement accepting funding from the Oregon Health Authority for a Veteran Behavioral Health Peer Support Specialist position; and approval of Resolution 2026-002 increasing appropriations and FTE within the Health Services Fund

RECOMMENDED MOTIONS:

1. Move approval of Document No. 2026-0040, an Intergovernmental Agreement with the Oregon Health Authority.
2. Move approval of Resolution 2026-002 increasing appropriations and FTE in the Health Services Fund and the FY 2026 Deschutes County budget.

BACKGROUND AND POLICY IMPLICATIONS:

On August 27, 2025, the Board of County Commissioners (BOCC) approved Deschutes County Health Services (DCHS) to accept additional Oregon Health Authority (OHA) funding for the Veteran Behavioral Health Peer Support Specialist (VBHPSS) program. The additional funding allows DCHS to enhance the County's program for veterans through the addition of a 1.0 limited duration Behavioral Health Specialist (BHS) I position for eighteen months.

The goals of the VBHPSS grant is focused on outreach, engaging and supporting veterans in accessing needed services and resources. DCHS VBHPSS program supports veterans in stabilizing housing, engaging in employment, increasing critical social connections, connecting to medical and mental health services, and supported veterans in navigating through various systems such as the VA and justice system. Our VBHPSS team works closely with our outpatient treatment teams in engaging veterans in mental health and co-occurring substance use treatment services.

DCHS seeks chair signature on FTE Resolution No. 2026-002, and Document No. 2026-0040 (OHA Intergovernmental Agreement #PO-44300-00054588), which awards DCHS \$500,000 of VBHPSS funding for the 18-month period November 1, 2025, to June 30, 2027. Funding from this grant will be used as follows:

- \$438,000 Personnel - to include a 1.0 full time equivalent (FTE) Veteran

Behavioral Health Peer Support Specialist (VBHPSS), a 0.05 FTE Peer Support Specialist Lead, a 0.15 FTE Clinical Supervisor, and a new 1.0 Veteran BHS I

- \$2,000 Training and Travel
- \$10,000 Client Stabilization
- \$50,000 Indirect

BUDGET IMPACTS:

\$500,000 revenue; \$213,000 for the period November 1, 2025, through June 30, 2026, and \$287,000 for fiscal year 2027.

ATTENDANCE:

Kristin Mozzochi, BH Program Manager

Camilla Sparks, Budget & Financial Planning Manager



Grant Agreement Number PO-44300-00054588

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

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

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

hereinafter referred to as “**Recipient.**”

The program to be supported under this Agreement relates principally to OHA’s

**Outpatient Services and Strategic Initiatives
500 Summer Street N.E.
Salem, Oregon 97301
Agreement Administrator: Susan Davis or delegate
Telephone: 503-480-5538
E-mail address: susan.davis@oha.oregon.gov**

1. Effective Date and Duration. When all required signatures in Section 6., below have been obtained, and approved in writing by the Oregon Department of Justice, this Agreement shall be effective as of **November 1, 2025**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, and C.

3. Grant Disbursement Generally. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$500,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

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

☐ Recipient is a subrecipient ☒ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: NA

5. Recipient Information and Certification.

- a. Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Deschutes County, a political subdivision of the State of Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: admin@deschutes.org

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

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

Workers' Compensation Insurance Company: Self Insured

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

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to OHA under this Agreement;
 - (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

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

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

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

Deschutes County
By:

_____	Phil Chang
Authorized Signature	Printed Name
_____	_____
Chair, Board of County Commissioners	Date
Title	

State of Oregon acting by and through its Oregon Health Authority
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Behavioral Health Division
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Via email by Devon Thorson, Assistant Attorney General	1/21/2026
Oregon Department of Justice	Date

EXHIBIT A

Part 1 Program Description

1. Purpose:

The purpose of this grant is to expand the availability of Peer Delivered Services to Veterans with Behavioral Health needs, and to improve the health and well-being of Veterans in Oregon. Peer support offers participants a unique opportunity to engage in their Behavioral Health recovery within the context of an affirming and empowering peer-to-peer relationship. Services needed should be low-barrier and community-based and are directed by the person being served.

2. Grant Objectives:

- a.** Identify potential Veterans and ensure a minimum of 60 Veterans will participate in PDS support through regular engagement with the Veteran Behavioral Health Peer Support Specialist (VBHPSS), Veteran Qualified Mental Health Associate (QMHA) and/or Veteran Qualified Mental Health Professional (QMHP), defined as at least one encounter a month, over a period of six months, on average.
- b.** VBHPSS activities:
 - (1) Work closely with Veterans and their care teams to support the Veteran Consumer in self-identifying strengths, needs, goals, while also addressing barriers to Behavioral Health recovery and wellness;
 - (2) Strive to improve the Behavioral Health of Veterans and address Social Determinants of Health impacting Veterans and military personnel in their communities by navigating, as requested by the Consumer, the Veterans Health Administration (VHA), state systems, local municipal systems, or local community resources;
 - (3) Link Veterans to appropriate resources, assist Veterans in overcoming barriers to availability and accessibility of services, and support Veterans in developing and strengthening community connections and natural supports through, but not limited to, the peer relationship; and
 - (4) Provide the suite of regularly delivered peer support services and take part in care teams.
- c.** Veteran QMHA activities:
 - (1) Provide support in connecting veterans to needed resources;
 - (2) Provide care coordination;
 - (3) Provide skills training activities; and
 - (4) Address SDOH concerns impacting veterans.
- d.** Veteran QMHP activities:
 - (1) Conduct mental health assessments in the field and in an office-based setting; and

- (2) Provide therapy services in the field and in an office-based setting.
- e. Together, Key Personnel, VBHPSS, Veteran QMHA and Veteran QMHP will work to meet the Veteran Consumer's self-identified needs through one or more of the following actions, such as:
- (1) Participation on Assertive Community (ACT) or other care teams serving Veterans.
 - (2) Development and application of self-advocacy skills to support Veteran.
 - (3) Use of a strength-based approach to support Consumer, with goal setting and development of recovery plans to support living a healthy and goal-directed life.
 - (4) Support Veteran with resource navigation, including help to identify and access support such as Oregon Health Plan (OHP), Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDAI), local Veteran Service Officers (VSOs), vocational programs, and food assistance (based on eligibility).
 - (5) Support Veteran with systems navigation, including help to navigate the Veterans Affairs/Veterans Health Administration (VA/VHA) state systems, local municipal systems, and local community resources.
 - (6) Providing emotional support and encouragement to "walk alongside" Consumer as they navigate recovery.
 - (7) Model recovery, wellness, and collaborative relationships for Veteran, their service providers, and other community partners.
 - (8) Assist Veteran during interactions with the criminal justice system and connect Veteran with nearest Veteran Justice Officer (VJO) specialist as needed.
 - (9) Engage as appropriate with local VSOs;
 - (10) Assist in identifying and accessing local housing when needed, including Housing and Urban development – Veterans Administration Supportive Housing (HUD-VASH), or SSVF Housing Services (based on eligibility);
 - (11) Help ensure, as appropriate, timely access to VHA, community Behavioral Health, OHP services, or other appropriate health services (based on eligibility); and
 - (12) Assist in identifying and accessing supports for Behavioral Health challenges, including problem gambling.
 - (13) Recipient shall provide each participant regularly engaging with the VBHPSS, Veteran QMHA and/or Veteran QMHP the option to complete a satisfaction survey provided by OHA and including the OHA Ombuds Program contact information within the prescribed timeframe. Regular engagement is defined as at least once per month over a period of six months, on average.

f. Goals:

- (1) Meet all reporting requirements as required in this Agreement;
- (2) Provide all personal care services as described in this scope, including Trauma Informed Services, culturally and linguistically appropriate care;
- (3) Communicate any changes in Key Personnel to OHA at time of occurrence and ensure training requirements are met by any new Key Personnel within three months of start date;
- (4) Ensure VBHPSS has clinical and Peer supervision available throughout duration of the Agreement.
- (5) Respond to the identified and expressed concerns of the VBHPSS which may be impacting the recovery of wellness of the VBHPSS while engaging in their work;
- (6) Identify, respond to, and document funds expended to support Veteran identified Social Determinants of Health (SDOH). Data elements as requested in the reporting template provided by Grant Administrator, at intervals and in a manner prescribed by Agency;
- (7) Documentation showing all Key Personnel, including VBHPSS, Veteran QMHA and/or Veteran QMHP, have received training in military culture and suicide prevention or postvention within three months of program start or hire date;
- (8) Provide budget expenditures detailing funds used to support SDOH.

3. Recipient Grant Activities.

- a. Identify potential Veterans and ensure at least 60 Veterans will participate in Peer Delivered Services (PDS) support with the VBHPSS, Veteran QMHA and/or Veteran QMHP. Regular engagement, defined as at least once per month over a period of six months (on average).
- b. Offer REALD and collect any completed or partially completed forms, to be submitted at regular reporting periods.
- c. Offer satisfaction survey and collect any completed or partially completed forms, to be submitted at regular reporting periods.
- d. Collect and provide the following information to OHA:
 - (1) Data elements as requested in the reporting template provided by OHA, at intervals and in a manner prescribed by Agency.
 - (2) SDOH needs and budget expenditures utilizing SDOH funds.
 - (3) Documentation showing appropriate and current credentials of VBHPSS, Veteran QMHA and/or Veteran QMHP.
 - (4) Documentation showing all Key Personnel have successfully completed training in military culture and suicide prevention training within three months of program start date.

- (5) Documentation showing Agreement, Memorandum of Understand (MOU), Letter of Agreement (LOA) or other documentation approved by Grant Administrator reflecting agreement for peer or clinical supervision to be provided by Recipient.
- (6) Recipient shall submit timely invoices in accordance with Payment and Financial Reporting listed in Exhibit A, Part 2.
- (7) Recipient shall provide all personal care services as described in this Statement of Work in a trauma informed, culturally and linguistically appropriate manner in agreement with Oregon Administrative Rule 309-022-0100 (105).

4. Reporting Schedule.

- a. Recipient shall provide the activities described in Exhibit A, Part 1, Program Description by June 20, 2027. Recipient may request an extension in writing, which OHA may provide in its discretion.
- b. Anticipated reporting timeline and required items:

Report #	Reporting Period	Required Items
1	November 2025 - December 2025 Due 12/31/25	Documentation verifying credentials, Military Cultural Competency, and Suicide Prevention
2	November 2025 – February 2026 Due 3/15/26	Reporting Template Satisfaction Surveys REALD SDOH Expenditures
3	March 2026 – July 2026 Due 8/15/26	Reporting Template Satisfaction Surveys REALD SDOH Expenditures
4	August 2026 – November 2026 Due 12/15/26	Reporting Template Satisfaction Surveys REALD SDOH Expenditures
5	December 2026 – June 2027 Due 6/20/27	Reporting Template Satisfaction Surveys REALD SDOH Expenditures

EXHIBIT A**Part 2****Disbursement and Financial Reporting****1. Disbursement of Grant Funds.**

- a. During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, OHA will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement, to be disbursed as follows:

Invoice Number & Appropriate Due Date	Amount
Invoice #1 due to OHA Upon Agreement execution	\$42,000.00
Invoice #2 due to OHA March 15, 2026	\$126,000.00
Invoice #3 due to OHA August 15, 2026	\$126,000.00
Invoice #4 due to OHA December 15, 2026	\$126,000.00
Invoice #5 due to OHA June 6, 2027	\$80,000.00

b. Recipient Invoice.

- (1) Recipient shall submit signed invoices on a form that has been created by Recipient, to OHA’s Agreement Administrator at the address specified on page 1 of this Agreement, and to bhd.agreements@oha.oregon.gov or to any other address as OHA may indicate in writing to Recipient.
- (2) Invoices must include the following information:
 - (a) Recipient name;
 - (b) Invoice number;
 - (c) Date of invoice;
 - (d) This Agreement number;
 - (e) A detailed description of activities performed to which the invoice applies,
 - (f) An explanation of all expenses for which Recipient claims reimbursement authorized under this Agreement; and
 - (g) The total amount due
- (3) Recipient’s claim to OHA for overdue payments on invoices are subject to ORS 293.462.

2. Budget Transfers.

Recipient Expenditures must align with line-items as listed in the table below. Any budget modifications must be approved in writing by the Grant Administrator.

Expenses	Costs
Personnel (1.05 VBHPSS, .15 BH Supervisor, 1 Veteran QMHA)	\$438,000.00
Training	\$1,000.00
SDOH Supplies	\$10,000.00
Travel	\$1,000.00
Subtotal	\$450,000.00
Indirect (10%)	\$50,000.00
TOTAL	\$500,000.00

3. Travel and Other Expenses.

OHA will reimburse Recipient up to **\$1,000.00** of the not-to-exceed amount specified in **Section 3., “Grant Disbursement Generally”** for travel expenses at the rates specified in the Oregon Accounting Manual (OAM) as of the date Recipient incurs the travel expenses. The Oregon Accounting Manual is available at <https://www.oregon.gov/das/Financial/Acctng/Pages/OAM.aspx>. Recipient shall travel in the most efficient and cost-effective manner resulting in the best value to OHA. The travel must comply with all the requirements specified in this Section and must be for official OHA business under this Agreement only. Recipient shall provide OHA with receipts for all travel expenses incurred, except meals, for which Recipient seeks reimbursement. Recipient shall fly “coach class” unless Recipient pays the difference to upgrade the flight class. Recipient shall rent only economy or compact sized vehicles unless Recipient pays the difference to rent any other type of vehicle. OHA must approve in advance, in writing, all out-of-state travel for which Recipient intends to seek reimbursement under this Agreement

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. However, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Disbursements.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines

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

This Section shall survive expiration or termination of this Agreement.

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

9. Default; Remedies; Termination.

- a. Default by Recipient.** Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b.** OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (1) termination of this Agreement under Section 9.c.(2);
 - (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
- (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or

benefitting from services under this Agreement (“OHA Client”), including any Medicaid Eligible Individual, under its care.

- (2) OHA’s Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
 - (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
 - (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA’s property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
 - (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.
- 10. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Recipient acknowledges and agrees that OHA and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:
- a. Six years following final disbursement and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
- 12. Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements

apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or

OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

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

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

SUBCONTRACTOR INSURANCE

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$1,000,000.00 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

POLLUTION LIABILITY:

☐ **Required** ☒ **Not required**

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract/Subcontract is required. Combined single limit per occurrence shall not be less than \$_____ and not be less than \$_____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the

Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing FTE and	*	
Appropriations Within the FY 2026	*	RESOLUTION NO. 2026-002
Deschutes County Budget	*	

WHEREAS, the Deschutes County Health Services Department presented to the Board of County Commissioners on August 27, 2025, regarding the acceptance of a Veteran Behavioral Health Peer Support Specialist grant and adding 1.00 limited duration Behavioral Health Specialist FTE, and

WHEREAS, ORS 294.338 allows increased appropriation of expenditures within a fund when authorized by resolution of the governing body for specific purpose grants, and

WHEREAS, it is necessary to recognize Grant revenue of \$213,000, increase Program Expense appropriations by \$35,682, and increase Contingency by \$177,318 within the Health Services Fund, and

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

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

Section 1. That the following revenue be recognized in the Fiscal Year 2026 (FY 2026) County Budget:

<u>Health Services Fund</u>	
State Grant	\$ 213,000
Health Services Fund Total	<u>\$ 213,000</u>

Section 2. That the following amounts be appropriated in the FY 2026 County Budget:

<u>Health Services Fund</u>	
Program Expense	\$ 35,682
Contingency	<u>177,318</u>
Health Services Total	<u>\$ 213,000</u>

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

Section 4. That the following FTE be added to the FY 2026 Deschutes County Budget:

Job Class	Position Number	Type	Duration	FTE
Behavioral Health Specialist I (1160)	n/a	Limited Duration	4/1/2026 - 6/30/2027	1.00
Total FTE				1.00

Section 4. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this_____ day of February 2026.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PHIL CHANG, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Approval of Resolution No. 2026-005, increasing appropriations and FTE in association with the receipt of an Organized Retail Theft Grant

RECOMMENDED MOTIONS:

Move approval of Resolution No. 2026-005 increasing 0.70 Limited Duration FTE from February 1, 2026 to August 31, 2027, and increasing appropriations within the District Attorney's budget.

BACKGROUND AND POLICY IMPLICATIONS:

On January 6, 2026, the Criminal Justice Commission (CJC) approved an Organized Theft Grant Program award for the District Attorney (DA) Office's Central Oregon Organized Retail Theft Program. The board approved acceptance of this award on February 4, 2026 with a total grant award of \$460,220.

Resolution No. 2026-005 changes the following positions within the DA's office:

- Position Number 2579 - Management Analyst: adds 0.20 Limited Duration FTE
- New Position – Data Crime Analyst: 0.50 Limited Duration FTE

BUDGET IMPACTS:

The resolution authorizes the continued employment for two part-time limited duration positions that support the Organized Retail Theft program until August 31, 2027.

Budget appropriations for these positions were not included in the FY 2026 budget. Approximately one half of the grant funds are anticipated to be spent in FY 2026. This budget adjustment recognizes State Grant Resources of \$230,110 and increases Program Expenses by the same amount.

ATTENDANCE:

Kathleen Meehan Coop, Management Analyst
Cam Sparks, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing FTE and	*	
Appropriations Within the FY 2026	*	RESOLUTION NO. 2026-005
Deschutes County Budget	*	

WHEREAS, the Board of County Commissioners approved a Criminal Justice Commission's Organized Retail Theft Grant on February 4, 2026 for the District Attorney's Office, which will fund the increase of a 0.20 limited-duration FTE position and the addition of a 0.50 limited-duration FTE position, and

WHEREAS, ORS 294.338 allows increased appropriation of expenditures within a fund when authorized by resolution of the governing body for specific purpose grants, and

WHEREAS, it is necessary to recognize State Grant Revenue of \$230,110 and increase Program Expense appropriations by the same amount within the District Attorney's Office, and

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

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

Section 1. That the following revenue be recognized in the Fiscal Year 2026 (FY 2026) County Budget:

District Attorney

State Grant

\$ 230,110

District Attorney Total

\$ 230,110

Section 2. That the following amounts be appropriated in the FY 2026 County Budget:

District Attorney

Program Expense

\$ 230,110

District Attorney Total

\$ 230,110

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

Section 4. The following position be added:

Job Class	Position Number	Type	Duration if Limited Duration
Management Analyst (9126)	2579	0.20 LTD	02/01/2026 – 8/31/2027
Data/Crime Analyst (9057)	N/A	0.50 LTD	03/01/2026-8/31/2027
Total FTE		0.70 LTD	

Section 6. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this_____ day of February, 2026.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PHIL CHANG, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner

Deschutes County
Special Purpose Grant

REVENUE

Item	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1			0011150	334012	State Grant	\$ 247,027	\$ 230,110	\$ 477,137
2								
3								
TOTAL						\$ 247,027	\$ 230,110	\$ 477,137

APPROPRIATION

Item	Project Code	Segment 2	Org	Object	Category (Personnel, M&S, CapEx, Transfers, Contingency)	Description (Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			0011150	410101	Personnel	Regular Employees	\$ 7,294,445	\$ 45,600	\$ 7,340,045
2			0011150	450920	M&S	Grants&Contributions-Misc	-	184,000	184,000
3			0011150	450510	M&S	Printing&Binding-General	6,500	510	7,010
TOTAL							\$ 7,300,945	\$ 230,110	\$ 7,531,055

Budget adjustment to increase revenue and expenditures for the Organized Retail Theft Grant Program (ORT).

Fund:	001
Dept:	District Attorney's Office
Requested by:	Kathleen Meehan Coop
Date:	2.18.2026



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18th, 2026

SUBJECT: Approval of an amendment to an Intergovernmental Agreement with the Oregon Department of Human Services for the provision of Functional Family Therapy

RECOMMENDED MOTION:

Move approval of Document No. 2026-0075, amending Document No. 2025-667, an Intergovernmental Agreement (IGA) with the Oregon Department of Human Services.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Department of Human Services (ODHS) has offered Deschutes County additional funding for a limited duration Behavioral Health Specialist, a position which was approved by the Board of County Commissioners on December 17, 2025 (Resolution No. 2025-053). This amendment provides additional funding for the limited duration FTE and extends the funding agreement to June of 2027.

Deschutes County, through its Juvenile Department's Behavioral Health Unit, provides Functional Family Therapy (FFT) for youth and families. Generally, the unit works with youth who have some involvement with Juvenile Community Justice. The Oregon Department of Human Services has been taking steps to make services like FFT available as part of the federal Family First Prevention Services Act (FFPSA). Juvenile Community Justice entered into an IGA with ODHS in July of 2025 to open up more opportunities for youth and families to receive FFT services.

Functional Family Therapy is intended for families with adolescents who have behavioral health needs. Services are usually provided in family homes but can also be provided at community locations or County offices. The service team consists of three Behavioral Health Specialist as well as a Behavioral Health Supervisor and intern who are all trained in FFT and can provide the services and clinical supervision required. The intention is to promote enhanced family stability and support for at-risk children.

BUDGET IMPACTS:

Up to \$900,889.00 in FY 2026 and FY 2027.

ATTENDANCE:

Trevor Stephens, Community Justice Business Manager

**Agreement Number 185418**

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **01** to Agreement Number **185418** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**," and

**Deschutes County
Acting by and through its Juvenile Department
633063 NW Britta St Bldg. #1
Bend, OR 97703
Attention: Amy Nortrom
Telephone: 541.316.0269
E-mail address: amy.nortrom@deschutes.org**

hereinafter referred to as "**County**."

1. This amendment shall become effective on the date it is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures.
2. The Agreement is hereby amended as follows:
 - a. **Section 1., "Effective Date and Duration",** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2026~~ **June 30, 2027**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.
- b. **Section 3., "Consideration", Subsection a. only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$435,886.00~~ **\$900,889.00**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
 - c. **For services provided on and after January 1, 2026, Exhibit A, Part 1, "Statement of Work"** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 1, "Statement of Work"**, attached hereto and incorporated herein by this reference.
 - d. **For services provided on and after January 1, 2026, Exhibit A, Part 2, "Payment and Financial Reporting"** is hereby superseded and restated in its entirety, as set forth in **Exhibit A, Part 2, "Payment and Financial Reporting"**, attached hereto and incorporated herein by this reference.
 - e. **Exhibit A, Part 3, "Special Provisions", Section 2.a.(2) only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in ~~Portland Metropolitan Consumer Price Index~~ **of the U.S. Bureau of Labor Statistics' Consumer Price Index for the Western Region**; and to provide Cost Of Living Adjustments (COLA) if

ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature. **In addition, ODHS may periodically amend any payment rates throughout the life of the Agreement to meet current market conditions.**

- f. **Exhibit A, Part 3, "Special Provisions", Section 3., "County Requirements to Report Abuse of Certain Classes of Persons."** is hereby superseded and restated in its entirety, as set forth below:

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
- (1) Children pursuant to ORS 419B.005 through 419B.015;
 - (2) Elderly Persons and Adults with Physical Disabilities pursuant to ORS 124.050 through 124.095, and ORS 410.020;
 - (3) Residents of Nursing Facilities pursuant to ORS 441.630 through 441.645; and
 - (4) Adults with Mental Illness or Developmental Disabilities pursuant to ORS 430.735 through 430.743.
- b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. County does not need to prove abuse occurred, just reasonable suspect abuse occurred, to be required to report.

- g. **For services provided on and after the effective date of this amendment, Exhibit D, "Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, "Federal Terms and Conditions"**, attached hereto and incorporated herein by this reference.

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3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the undersigned hereby certifies under penalty of perjury that:
 - a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under the Agreement;
 - b. The information shown in Section 5.a. "County Information" of the original Agreement, as amended is County's true, accurate and correct information;
 - c. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - d. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - e. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
 - f. County is not subject to backup withholding because:

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- (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- g.** County's Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

Remainder of page intentionally left blank.

5. **County Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: PO Box 6005

City, state, zip code: Bend, Oregon 97708-6005

Email address: finance@deschutes.org

Telephone: () 541-617-7421 **Fax:** () 541-749-2909

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

Workers' Compensation Insurance Company: Self Insured

Policy #: _____ **Expiration Date:** _____

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6. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

Deschutes County
Acting by and through its Juvenile Department
By:

_____	_____
Authorized Signature	Printed Name

_____	_____
Title	Date

State of Oregon, acting by and through its Oregon Department of Human Services
By:

_____	_____
Authorized Signature	Printed Name

_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey J. Wahl, Attorney-in-Charge	01/29/2026
Oregon Department of Justice	Date

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EXHIBIT A**Part 1
Statement of Work****1. Purpose**

- a. The purpose of this Agreement is to provide Functional Family Therapy (FFT) Services ("Services"). County shall provide FFT to families in Deschutes County that may benefit from FFT. This work is part of Oregon's implementation of the federal Family First Prevention Services Act (FFPSA) and is a part of ODHS's efforts to prevent children from being removed to foster care and ensure families are able to remain together.
- b. County shall serve families with youth or young adults living in the home that have behavioral health needs. County shall work closely with ODHS to understand the needs of the families they are working with for overall Service development and improvement.

2. Definitions

- a. **"Fidelity"** means the adherence to the FFT model based on standardized criteria that is monitored regularly.
- b. **"Functional Family Therapy Clinician" or "FFT Clinician"** means a therapist employed by an agency certified to provide FFT who has completed required training to deliver FFT.
- c. **"Functional Family Therapy (FFT)"** means an evidence-based model that serves families with adolescents and is part of Oregon's Family First Prevention Services Act Plan.

- 3. **Staffing Qualifications.** Staff shall be trained according to the FFT model. The County shall ensure that clinical staff and supervisors have completed required trainings in compliance with the FFT.

4. Location of Services and Service Capacity

- a. Services are primarily intended to be delivered in the family home, however, may take place at a community location, in a public setting, or County's office if preferable to the family.
- b. County shall maintain a service staff of three (3) FFT clinicians. Each clinician will maintain a caseload sufficient to meet FFT fidelity requirements as determined by ODHS contracted training entity. If

County's total caseload falls below 10 families for over 14 consecutive days, County shall notify ODHS in writing.

5. Referrals/Admission Decisions

- a.** County shall develop a process to accept referrals from ODHS for families that are involved with Child Welfare or at risk of becoming involved with Child Welfare.
- b.** County shall maintain 1 FTE to prioritize referrals from Child Welfare.
- c.** County shall prioritize Child Welfare referrals. County shall ensure capacity to serve at least seven (7) families referred from Child Welfare at any time. If County is serving fewer than seven (7) families at any given time and there are families on the waitlist that were referred by Child Welfare, County shall prioritize families referred by Child Welfare for the next opening. If Child Welfare has not submitted sufficient referrals, County may serve additional families from total wait list.
- d.** County may accept referrals from additional sources. Referral sources may include:
 - (1) County Juvenile Departments
 - (2) Hospitals;
 - (3) School or education systems;
 - (4) ODHS staff;
 - (5) pediatrician offices;
 - (6) family self-referral, etc.
- e.** County shall maintain ultimate decision making on accepting or denying referrals.
- f.** County may not deny Services to a family with an open Child Welfare case without written approval from ODHS. For referrals made by ODHS staff, County shall review within three (3) business days. If County intends to deny Services, County shall notify ODHS within three (3) business days of the intent to deny. ODHS will provide a written response within two (2) business days of receiving request from County.

- g. County may maintain a waitlist. County shall notify ODHS if waitlist exceeds ten (10) families to determine if ODHS should fund an additional FFT Clinician.
- h. County shall develop policies and practices necessary to begin billing Medicaid for the service portion of this agreement. County shall notify ODHS when Medicaid billing begins and report total amount billed to Medicaid each quarter.

6. Services to be Provided.

- a. County shall provide FFT to families with children, youth and young adults appropriate for FFT
- b. County shall provide FFT to Fidelity and will participate in regular Fidelity reviews by the FFT training entity contracted by ODHS.
- c. Following admission to the FFT program, County shall conduct an intake assessment and establish a service plan based on the family needs. The plan shall meet FFT requirements and shall be tracked through FFT training entity's fidelity management software.
- d. Frequency of Services will be dependent on family needs and FFT standards, will be conducted according to the
- e. County shall meet all requirements of an FFT site, at no cost to County. If County's Services do not meet FFT Fidelity standards, County shall work with ODHS and FFT training entity to develop a remediation plan.

7. Other Service Requirements.

- a. Transportation costs are built into the overall rate in this Agreement. County shall reimburse staff for transportation based on organization policies, and transportation will not be reimbursed separately.
- b. County shall utilize a Participation Agreement with families to include language agreed upon by both County and ODHS. ODHS shall provide a draft Agreement to be adapted to the satisfaction of both parties' needs.

8. Reporting Requirements.

- a. County shall report family specific information into the ODHS approved data system supported by the ODHS selected FFT technical assistance provider. County shall remain current with reporting timelines and Fidelity requirements of the program. This will be the

primary mechanism that ODHS uses to monitor County's service delivery.

(1) Some data entered into the data system will be shared with a third-party evaluator for purposes of evaluation and claiming under the Families First Preservation Services Act (FFPSA). The contracted services have been selected by ODHS as Title IV-E Prevention Services and are therefore subject to evaluation requirements. With the execution of this Agreement, the County permits the third-party evaluator to access needed data through: the data system supported by the technical assistance provider, the County's data, and primary data collection that the third-party evaluator will conduct with a sample of families served by the County. A summary of the data to be collected by the third-party evaluator includes:

- (a) Fidelity data
- (b) Service outcome data
- (c) Data gathered from consenting families documenting their experience with services.

b. County shall submit monthly reports along with monthly invoices to the ODHS Agreement Administrator or delegate outlining the following:

- (1) Any challenges to FFT implementation.
- (2) Any needs from ODHS to improve FFT implementation.
- (3) Any major staffing changes to FFT program, including:
 - (a) Changes to FFT Clinicians;
 - (b) Changes to FFT clinical supervisor (who has completed all required trainings to provide supervision to FFT Clinicians); and
 - (c) County's plan to ensure service continuity during transition.
- (4) An overview of all referrals, including:
 - (a) Total number of referrals; and
 - (b) The number of denials, including:
 - i. Denial reason;

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- ii. Referral source; and
 - iii. Race/ethnicity information for the family denied.
- (5) An overview of children currently in Services
 - (a) Caseload for each FFT Clinician
 - (b) Number of families on a waitlist
 - (c) Referral source
 - (6) An update on progress of billing Medicaid for services including:
 - (a) The total amount of funds received
 - (b) Any barriers to billing Medicaid
 - (c) Any need for assistance from ODHS for Medicaid billing

Remainder of page intentionally left blank.

EXHIBIT A**Part 2****Payment and Financial Reporting****1. Payment Provisions:**

- a. As consideration for the Services provided by the County during the period specified in **Section 1, "Effective Date and Duration"**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in **Section 3. "Consideration"**, for the provision of all Services as described in Exhibit A, Part 1, "Statement of Work" County shall be paid as follows:
 - (1) For the period May 30, 2025, to December 31, 2025, County shall submit a monthly invoice, as outlined below, for \$24,167.00 for Services provided.
 - (2) For the period January 1, 2026 through the end date of this Agreement, County shall submit a monthly invoice, as outlined below, for \$37,917.00 for Services provided.
 - (3) Should County have fewer than 10 families receiving Services for one full calendar month, ODHS reserves the right to reduce the monthly payment up to 25%.
- b. County Invoice:
 - (1) County shall submit signed invoices on a form that has been created by County, to ODHS Agreement Administrator, no more than monthly, at the address specified on page one (1) or to any other address as ODHS may indicate in writing to County. County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
 - (2) Invoices must include the following information:
 - (a) County name;
 - (b) Invoice number;
 - (c) Date of invoice;
 - (d) This Agreement number; and
 - (e) The total amount due and the payment address.

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2. **Travel and Other Expenses.** ODHS will not reimburse County for any travel or additional expenses under this Agreement.

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EXHIBIT D**Federal Terms and Conditions**

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

3. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
4. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

- cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any

drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

5. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
6. **Audits.**
 - a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
7. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No.

12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

8. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
9. **Medicaid Services.** County 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 Part 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. County shall acknowledge County'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 Agreement and any other Medicaid contract) 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. Section 1396a(a)(68).

10. Agency-based Voter Registration. If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

11. Disclosures.

a. 42 CFR Part 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. County shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom County has had business transactions totaling more than \$25,000 during the previous 12 month period

ending on the date of the request, and any significant business transactions between County, and any wholly owned supplier or between County and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

- c. 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.
- d. As such, County must disclose any person with a 5% or greater direct or indirect ownership interest in County 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.
- e. County shall make the disclosures required by this Section 12. to ODHS. ODHS reserves the right to take such action required by law, or where ODHS has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

12. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 13. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.
- 14. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 17, 2025

SUBJECT: Consideration of Resolution 2025-053 adopting a supplemental budget for the Community Justice department

RECOMMENDED MOTION:

Move approval of Resolution 2025-053 which decreases appropriations and FTE within the Juvenile Community Justice Fund and the Adult Parole & Probation Fund and adds one 1.00 grant-funded Limited Duration position.

BACKGROUND AND POLICY IMPLICATIONS:

Community Justice is made up of two divisions: Adult Parole & Probation and Juvenile Community Justice. Beginning in 2026, expected revenues fall short of supporting current Community Justice operations. Juvenile detention and supervised adult populations have stabilized to a level that can absorb a degree of strategic and incremental cuts without significantly impacting public safety. Overall juvenile referrals have stabilized at levels closer to pre-pandemic levels, with the exception of sexual offenses.

Over the past several months, Community Justice has been pursuing four pathways to navigate budget uncertainty: increase revenue, reduce materials and services, assess and realign detention services, and reduce/prioritize flexible staffing. The goal is to achieve a balanced budget over the next five years while maintaining the department's core mission.

To this end, the department has identified targeted reductions in the Adult Parole & Probation materials and services budget. While reducing this budget by \$200,000 will affect the funds available for subsidizing client housing and other barrier reduction services, staff is actively exploring alternative options to connect clients with community resources and other support methods.

Concurrently, the department is focusing on reducing current FTE numbers and prioritizing flexible positions that can handle varied duties. Specific FTE changes for each division are now proposed as outlined below. Across both divisions, this represents 11.10 FTE or a 13% reduction.

Eliminate or reduce the following FTE in the Adult Parole & Probation Fund (4.5 total):

- Eliminate position number 2228 Administrative Support Specialist
- Eliminate position number 2220 Administrative Support Specialist
- Eliminate position number 1364 Parole & Probation Specialist
- Eliminate position number 1381 Parole & Probation Officer
- Convert position number 1384 Parole & Probation Officer from 1.0 FTE to .5 FTE

Eliminate or reduce the following FTE in the Juvenile Community Justice Fund (6.6 total):

- Eliminate position number 2875 Administrative Support Specialist
- Eliminate position number 2209 Administrative Support Specialist
- Eliminate position number 2360 Community Justice Specialist
- Eliminate position number 1463 Community Justice Officer
- Eliminate position number 2494 Community Justice Specialist Supervisor
- Convert position number 1452 Community Justice Officer from 1.0 FTE to .6 FTE
- Convert position number 2357 Community Justice Specialist from 1.0 FTE to .6 FTE
- Convert position number 2531 Community Justice Specialist from 1.0 FTE to .6 FTE
- Convert position number 2532 Community Justice Specialist from 1.0 FTE to .6 FTE

These adjustments aim to realign expenditures with financial constraints and projected growth in state and local funding. The focus remains on maintaining core mission operations while seeking community-based alternatives and flexible staffing solutions.

As part of the department's strategy to increase revenue, staff has been successful in expanding the County's partnership with the State Department of Human Services (DHS). Accordingly, staff proposes adding one 1.00 limited-duration, grant-funded FTE to the Juvenile Community Justice budget. As a reminder, on June 25th, 2025, the Board approved an intergovernmental agreement with the Oregon Department of Human Services to fund the Functional Family Therapy program. DHS has funds available to support a limited-duration Behavioral Health Specialist II position from January 1, 2026 through June 30, 2027. Juvenile Justice is excited to enhance this partnership and perhaps receive future revenue from billing the Oregon Health Plan for provided services. Although staff will return to the Board with a proposed amendment to the agreement once received (expected in December or early January), approval is sought at this time to add the additional FTE and begin that recruiting process contingent on receipt of funds. It's anticipated that the additional funds would amount to \$240,000 with approximately \$85,000 being spent in FY 2026.

BUDGET IMPACTS:

Overall, this adjustment reduces Program Expenses by \$382,036 in the Juvenile Community Justice Budget and \$484,541 in the Adult Parole & Probation budget.

ATTENDANCE:

Trevor Stephens, Business Manager

Cam Sparks, Budget & Financial Planning Manager



For Recording Stamp Only

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

A Resolution Adjusting FTE and
Appropriations Within the FY 2026
Deschutes County Budget

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RESOLUTION NO. 2025-053

WHEREAS, the Deschutes County Community Justice department presented to the Board of County Commissioners on December 17, 2025, regarding FTE and budget reductions along with the addition of 1.00 Limited Duration FTE funded by a State Department of Human Services grant, and

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

WHEREAS, ORS 294.463 allows appropriation transfers when authorized by resolution of the governing body, and

WHEREAS, it is necessary to reduce appropriations in the Juvenile Community Justice Fund (030) by \$467,036 and increase Reserves by the same amount, and

WHEREAS, it is necessary to reduce appropriations in the Adult Parole and Probation Fund (355) by \$484,541 and decrease State revenue by the same amount, and

WHEREAS, it is necessary to increase State Miscellaneous revenue in the Juvenile Community Justice Fund (030) by \$85,000 and increase appropriations by the same amount, and

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

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

Section 1. That the following revenue be recognized or reduced in the FY 2026 County Budget:

Juvenile Community Justice

State Miscellaneous Revenue

\$ 85,000

Juvenile Community Justice Fund Total**\$ 85,000**Adult Parole and Probation

DOC-Grant in Aid SB 1145 Revenue

\$ (484,541)

Adult Parole and Probation Fund Total**\$ (484,541)**

Section 2. That the following appropriations be adjusted in the FY 2026 County Budget:

Juvenile Community Justice

Program Expense

\$ (382,036)

Reserves

467,036

Juvenile Community Justice Total**\$ 85,000**Adult Parole and Probation

Program Expense

\$ (484,541)

Adult Parole and Probation Fund Total**\$ (484,541)**

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

Section 4. That the following FTE be removed from the FY 2026 Deschutes County Budget:

Job Class	Position Number	Type	Effective Removal Date	FTE
Administrative Support Specialist -355 (1013)	2228	Regular	12/31/2025	1.00
Administrative Support Specialist - 355 (1013)	2220	Regular	12/31/2025	1.00
Parole and Probation Specialist -355 (1111)	1364	Regular	12/31/2025	1.00
Parole and Probation Officer-355 (4010)	1381	Regular	12/31/2025	1.00
Parole and Probation Officer-355 (4010)	1384	Regular	12/31/2025	.50
Administrative Support Specialist-030 (1013)	2875	Regular	12/31/2025	1.00
Administrative Support Specialist-030 (1013)	2209	Regular	12/31/2025	1.00
Community Justice Specialist-030 (1177)	2360	Regular	12/31/2025	1.00
Community Justice Officer-030 (1225)	1463	Regular	12/31/2025	1.00
Community Justice Specialist Supervisor-030 (9161)	2494	Regular	12/31/2025	1.00
Community Justice Officer-030 (1225)	1452	Regular	12/31/2025	.40
Community Justice Specialist-030 (1177)	2357	Regular	12/31/2025	.40

Job Class	Position Number	Type	Effective Removal Date	FTE
Community Justice Specialist-030 (1177)	2531	Regular	12/31/2025	.40
Community Justice Specialist-030 (1177)	2532	Regular	12/31/2025	.40
Total FTE				11.10

Section 5. That the following FTE be added to the FY 2026 Deschutes County Budget:

Job Class	Position Number	Type	Duration	FTE
Behavioral Health Specialist II - 030 (1161)	n/a	Limited Duration	1/1/2026 – 6/30/2027	1.00
Total FTE				1.00

Section 6. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this 17th day of December 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON


ANTHONY DEBONE, Chair


PATTI ADAIR, Vice-Chair


PHIL CHANG, Commissioner

ATTEST:


Breck Fitzgerald
Recording Secretary

Deschutes County
Supplemental Budget

REVENUE

Item	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1			0301550	335011	State Miscellaneous	\$ -	\$ 85,000	\$ 85,000
2			3557150	336012	DOC-Grant in Aid SB 1145	4,943,071	(484,541)	4,458,530
TOTAL						\$ 4,943,071	\$ (399,541)	\$ 4,543,530

APPROPRIATION

Item	Project Code	Segment 2	Org	Object	Category (Personnel, M&S, CapEx, Transfers, Contingency)	Description (Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			3557150	430312	M&S	Contract Services	\$ 90,000	\$ (20,000)	\$ 70,000
2			3557150	430314	M&S	Alcohol and Drug Treatment	110,000	(35,000)	75,000
3			3557150	430320	M&S	Sex Offender Treatment	50,000	(20,000)	30,000
4			3557150	430321	M&S	DV Treatment	25,000	(15,000)	10,000
5			3557150	430324	M&S	Electronic Monitoring	90,000	(20,000)	70,000
6			3557150	430352	M&S	Medical Laboratory	15,000	(5,000)	10,000
7			3557150	430358	M&S	Polygraphs	15,000	(5,000)	10,000
8			3557150	440430	M&S	Client Stabilization	200,000	(75,000)	125,000
9			3557150	460127	M&S	Lab Testing Supplies	15,000	(5,000)	10,000
10			3557250	410999	Personnel	Personnel Clearing	-	(92,822)	(92,822)
11			3557150	410999	Personnel	Personnel Clearing	-	(191,719)	(191,719)
12			0301550	410999	Personnel	Personnel Clearing	-	(222,755)	(222,755)
13			0301450	410999	Personnel	Personnel Clearing	-	(244,281)	(244,281)
14			0301550	410101	Personnel	Regular Employees	4,358,309	85,000	4,443,309
15			0300150	521851	Reserves	Reserves for Future Expenditures	-	467,036	467,036
TOTAL							\$ 4,968,309	\$ (399,541)	\$ 4,568,768

This adjustment reduces FTE by 11.10 along with associated personnel costs and \$200K in M&S costs; adds 1.00 LTD FTE that is grant funded.

Fund:

030 & 355

Dept:

Community Justice

Requested by:

Trevor Stephens

Date:

12.17.25

Deschutes County Document #2025-667

REVIEWED

 LEGAL COUNSEL



Agreement Number 185418

**STATE OF OREGON
 INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS," and

**Deschutes County
 Acting by and through its Juvenile Department
 633063 NW Britta St Bldg. #1
 Bend, OR 97703
 Attention: Amy Nortrom
 Telephone: 541.316.0269
 E-mail address: amy.nortrom@deschutes.org**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to ODHS'

**Office of Child Welfare Programs
 Family First and Integrated Policy
 500 Summer Street NE
 Salem, OR 97301
 Agreement Administrator: Alex Palm or delegate
 Telephone: 503.884.3292
 E-mail address: alex.j.palm@odhs.oregon.gov**

DC - 2025 667

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2026**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.
2. **Agreement Documents.**
 - a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
 - (1) Exhibit A, Part 1: Statement of Work
 - (2) Exhibit A, Part 2: Payment and Financial Reporting
 - (3) Exhibit A, Part 3: Special Provisions
 - (4) Exhibit B: Standard Terms and Conditions
 - (5) Exhibit C: Subcontractor Insurance Requirements
 - (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.
 - b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.
3. **Consideration.**
 - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$435,886.00**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
 - b. ODHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.
4. **Contractor Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

☒ County is a contractor ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.658

Deschutes County Document #2025-667

5. County Information and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: PO Box 6005

City, state, zip code: Bend, Oregon 97708-6005

Email address: finance@deschutes

Telephone: (541) 617-4721 **Fax:** (541) 749-2909

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

Workers' Compensation Insurance Company: Self Insured See Attached Certificate

Policy #: _____ **Expiration Date:** _____

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

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to ODHS under this Agreement;
- (2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal

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procurement or Non-procurement Programs” found at:

<https://www.sam.gov/SAM>;

- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County’s Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.


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

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

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

Deschutes County
Acting by and through its Juvenile Department
By:

	<u>Anthony DeBore</u>
Authorized Signature	Printed Name
<u>Chair, Board of Commissioners</u>	<u>26 JUN 25</u>
Title	Date

State of Oregon, acting by and through its Oregon Department of Human Services
By:

<u>Katie Darby Smits</u>	<u>Katie Darby-Smits</u>
Authorized Signature	Printed Name
<u>CW Contracts Team Manager</u>	<u>7/14/2025</u>
Title	Date

Approved for Legal Sufficiency:

<u>Approved via email by Jeffrey J. Wahl, Attorney-in-Charge</u>	<u>05/30/2025</u>
<u>Oregon Department of Justice</u>	Date

EXHIBIT A**Part 1
Statement of Work****1. Purpose**

- a. The purpose of this Agreement is to provide Functional Family Therapy (FFT) Services (“Services”). County shall provide FFT to families in Deschutes County and the surrounding areas that may benefit from FFT. This work is part of Oregon’s implementation of the federal Family First Prevention Services Act (FFPSA) and is a part of ODHS’s efforts to prevent children from being removed to foster care and ensure families are able to remain together.
- b. County shall serve families with youth or young adults living in the home that have behavioral health needs. County shall work closely with ODHS to understand the needs of the families they are working with for overall Service development and improvement.

2. Definitions

- a. **“Fidelity”** means the adherence to the FFT model based on standardized criteria that is monitored regularly.
- b. **“Functional Family Therapy Clinician”** or **“FFT Clinician”** means a therapist employed by an agency certified to provide FFT who has completed required training to deliver FFT.
- c. **“Functional Family Therapy (FFT)”** means an evidence-based model that serves families with adolescents and is part of Oregon’s Family First Prevention Services Act Plan.

3. Staffing Qualifications. Staff shall be trained according to the FFT model. The County shall ensure that clinical staff and supervisors have completed required trainings in compliance with the FFT.**4. Location of Services and Service Capacity**

- a. Services are primarily intended to be delivered in the family home, however, may take place at a community location, in a public setting, or County’s office if preferable to the family.
- b. County shall maintain a service staff of three (3) FFT clinicians. Each clinician will maintain a caseload sufficient to meet FFT fidelity requirements as determined by ODHS contracted training entity. If County’s total caseload falls below 10 families for over 14 consecutive days, County shall notify ODHS in writing.

5. Referrals/Admission Decisions

- a. County shall accept referrals from all sources from families that reside in Deschutes County. Referral sources may include:

Deschutes County Document #2025-667

- (1) County Juvenile Departments
 - (2) Hospitals;
 - (3) School or education systems;
 - (4) ODHS staff;
 - (5) pediatrician offices;
 - (6) family self-referral, etc.
 - b. County shall develop a process to accept referrals from ODHS for families that are involved with Child Welfare or at risk of becoming involved with Child Welfare.
 - c. County shall maintain ultimate decision making on accepting or denying referrals.
 - d. County may not deny Services to a family with an open Child Welfare case without written approval from ODHS. For referrals made by ODHS staff, County shall review within three (3) business days. If County intends to deny Services, County shall notify ODHS within three (3) business days of the intent to deny. ODHS will provide a written response within two (2) business days of receiving request from County.
 - e. County may maintain a waitlist. County shall notify ODHS if waitlist exceeds ten (10) families to determine if ODHS should fund an additional FFT Clinician.
- 6. Services to be Provided.**
- a. County shall provide FFT to families with children, youth and young adults appropriate for FFT
 - b. County shall provide FFT to Fidelity and will participate in regular Fidelity reviews by the FFT training entity contracted by ODHS.
 - c. Following admission to the FFT program, County shall conduct an intake assessment and establish a service plan based on the family needs. The plan shall meet FFT requirements and shall be tracked through FFT training entity's fidelity management software.
 - d. Frequency of Services will be dependent on family needs and FFT standards, will be conducted according to the
 - e. County shall meet all requirements of an FFT site, at no cost to County. If County's Services do not meet FFT Fidelity standards, County shall work with ODHS and FFT training entity to develop a remediation plan.
- 7. Other Service Requirements.**
- a. Travel costs are built into the overall rate in this Agreement. County shall reimburse staff for travel based on organization policies, and travel will not be reimbursed separately.
 - b. County shall utilize a Participation Agreement with families to include language agreed upon by both County and ODHS. ODHS shall provide a draft Agreement to be adapted to the satisfaction of both parties' needs.

8. Reporting Requirements.

- a.** County shall report family specific information into the ODHS approved data system supported by the ODHS selected FFT technical assistance provider. County shall remain current with reporting timelines and Fidelity requirements of the program. This will be the primary mechanism that ODHS uses to monitor County's service delivery.
 - (1) Some data entered into the data system will be shared with a third-party evaluator for purposes of evaluation and claiming under the Families First Preservation Services Act (FFPSA). The contracted services have been selected by ODHS as Title IV-E Prevention Services and are therefore subject to evaluation requirements. With the execution of this Agreement, the County permits the third-party evaluator to access needed data through: the data system supported by the technical assistance provider, the County's data, and primary data collection that the third-party evaluator will conduct with a sample of families served by the County. A summary of the data to be collected by the third-party evaluator includes:
 - (a) Fidelity data
 - (b) Service outcome data
 - (c) Data gathered from consenting families documenting their experience with services.
- b.** County shall submit monthly reports along with monthly invoices to the ODHS Agreement Administrator or delegate outlining the following:
 - (1) Any challenges to FFT implementation.
 - (2) Any needs from ODHS to improve FFT implementation.
 - (3) Any major staffing changes to FFT program, including:
 - (a) Changes to FFT Clinicians;
 - (b) Changes to FFT clinical supervisor (who has completed all required trainings to provide supervision to FFT Clinicians); and
 - (c) County's plan to ensure service continuity during transition.
 - (4) An overview of all referrals, including:
 - (a) Total number of referrals; and
 - (b) The number of denials, including:
 - i. Denial reason;
 - ii. Referral source; and
 - iii. Race/ethnicity information for the family denied

Deschutes County Document #2025-667

- (5) An overview of children currently in Services
 - (a) Caseload for each FFT Clinician
 - (b) Number of families on a waitlist
 - (c) Referral source

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EXHIBIT A**Part 2****Payment and Financial Reporting****1. Payment Provisions:**

- a. As consideration for the Services provided by the County during the period specified in **Section 1, "Effective Date and Duration"**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in **Section 3. "Consideration"**, for the provision of all Services as described in Exhibit A, Part 1, "Statement of Work" County shall be paid as follows:
 - (1) County shall submit a monthly invoice, as outlined below, for \$24,167.00 for Services provided.
 - (2) Should County have fewer than 10 families receiving Services for one full calendar month, ODHS reserves the right to reduce the monthly payment up to 25%.
 - b. County Invoice:
 - (1) County shall submit signed invoices on a form that has been created by County, to ODHS Agreement Administrator, no more than monthly, at the address specified on page one (1) or to any other address as ODHS may indicate in writing to County. County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
 - (2) Invoices must include the following information:
 - (a) County name;
 - (b) Invoice number;
 - (c) Date of invoice;
 - (d) This Agreement number; and
 - (e) The total amount due and the payment address.
- 2. Travel and Other Expenses.** ODHS will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT A**Part 3
Special Provisions****1. Confidentiality of Client Information.**

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

2. Amendments.

- a. ODHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS' satisfaction with performance of the work or services provided by County under this Agreement.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

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

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

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

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4. Background Checks.

- a. County shall ensure that all employees, volunteers, subcontractors, owners, managers, and board members who perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds are approved by the ODHS's Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.
- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, subcontractors, owners, managers, and board members who perform services under this Agreement, or who have access to ODHS-referred clients, client information, or client funds are subject to OAR 407-007-0290(11)(c).
- c. An employee, volunteer, subcontractor, owner, manager, or board member who performs services under this Agreement or has access to ODHS-referred clients, client information, or client funds may be hired or placed on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by the ODHS's Background Check Unit. An employee, volunteer, subcontractor, owner, manager, or board member who performs services under this Agreement or has access to ODHS-referred clients, client information, or client funds hired or placed on a preliminary basis shall not have unsupervised access to ODHS-referred clients, client information, or client funds and shall only participate in the limited activities described in OAR 407-007-0315.
- d. Any current employee, volunteer, subcontractor, owner, manager, or board member of the County who changes positions with the County and will perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds must have a new background check initiated through the ODHS's Background Check Unit before the individual begins the new position, regardless of whether the individual had a previous criminal background check approval. Current employees, volunteers, subcontractors, owners, managers, and board members who change positions with the County and will perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds must adhere to preliminary hire rules described in OAR 407-007-0315.
- e. There are only two possible fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, subcontractor, owner, manager, or board member is denied, the individual may not have contact with ODHS clients, or access to client information or client funds. Employees, volunteers, subcontractors, owners, managers, or board members who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
- f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, County is a "Qualified Entity", as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.

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- g. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."
 - h. Regardless of whether or not any employee, subcontractor, owner, manager, or board member of County has access to ODHS-referred clients, client information, or client funds, if County discovers the individual is included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" currently found at: <https://www.sam.gov/SAM> County shall notify the ODHS Agreement Administrator via e-mail within one business day of such discovery.
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.
 6. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. County will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist County with an appropriate follow-up response for the media.
 7. **Nondiscrimination.** County must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B**Standard Terms and Conditions**

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

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

b. ODHS represents and warrants as follows:

- (1) Organization and Authority. ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by ODHS of this Agreement (a) have been duly authorized by all necessary action by ODHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Oregon Department of Justice if required by law.

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

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

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

7. **Ownership of Intellectual Property.**

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

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

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

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- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by ODHS herein or in any documents or reports relied upon by County to measure performance by ODHS is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to ODHS;
 - (2) Upon 45 days advance written notice to ODHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under this Agreement and such default remains uncured at the end of said

30-day period or such longer period, if any, as County may specify in the notice; or

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

b. ODHS Termination. ODHS may terminate this Agreement:

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

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

15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to access or otherwise use any ODHS Information Asset or Network and Information System in which security or privacy requirements apply, and ODHS grants County, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
16. **Force Majeure.** Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODHS will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended

to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324
25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

- 26. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 27. Contribution.**
- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
- 29. Stop-Work Order.** ODHS may, at any time, by written notice to County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

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

EXHIBIT C**Subcontractor Insurance Requirements**

County shall require its first-tier Contractor(s) (Contractor) that are not units of County as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS.

County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall County permit a Contractor to work under a Subcontract when the County is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, ODHS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by

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applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

☐ Required ☒ Not required

PROFESSIONAL LIABILITY:

☒ Required ☐ Not required

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ Required ☒ Not required

POLLUTION LIABILITY:

☐ Required ☒ Not required

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

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No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODHS/County's acceptance of all Services required under the Contract, or
- (ii) ODHS or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

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CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, ODHS/County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

EXHIBIT D**Federal Terms and Conditions**

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

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

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4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or County itself.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or

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- officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

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9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** Reserved.
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** Reserved.
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

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- c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 185418 Amendment 1, hereinafter referred to as "Document."

I, Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County by email.

Contractor's name

On Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

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

Document number: 185418 Amendment 1

Legal name (tax filing): Deschutes County, Oregon

DBA name (if applicable): Deschutes County Community Justice

Billing address: P.O. Box 6005

City: Bend **State:** Oregon **Zip:** 97708

Phone: (541) 617-4721

FEIN: 93-6002292

- OR -

SSN:



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Approval of Resolution No. 2026-006 adding 1.0 FTE Custodian position in the Facilities Department

RECOMMENDED MOTION:

Move approval of Resolution No. 2026-006 adopting a supplemental budget, increasing appropriations and FTE within the Facilities Fund, and transferring appropriations in the General Fund.

BACKGROUND AND POLICY IMPLICATIONS:

As the expansion of the Deschutes County Courthouse will add approximately 28,000 square feet of cleanable office space and 10 restrooms to the county-maintained facilities footprint, the Facilities Department is requesting an additional custodian position to maintain existing service levels. The industry standard for square feet per staff person is between 25,000 and 30,000 square feet. Cleaning responsibilities will commence on March 30th.

The long-range General Fund forecast has already accounted for these additional operating costs related to the courthouse expansion.

BUDGET IMPACTS:

The annual cost of 1.00 Custodian FTE is estimated at \$105,000. With a targeted hire date of March 30, 2026, the increased Personnel appropriations for FY 2026 is \$25,900.

This adjustment will move \$25,900 of Contingency appropriations in the General Fund- Non Departmental to Program Expense which will allow the fund to reimburse Facilities for this position in FY 2026. Future costs will be allocated to the General Fund via the regular Facilities internal service fund charge.

ATTENDANCE:

Lee Randall – Facilities Director

Cam Sparks – Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing FTE and *
Increasing and Transferring Appropriations * RESOLUTION NO. 2026-006
Within the FY 2026 Deschutes County Budget *

WHEREAS, the Deschutes County Facilities Department is requesting the addition of a 1.00 Custodian FTE, and

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

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to recognize Interfund Revenue of \$25,900 and increase Program Expense appropriations by the same amount within the Facilities Fund; and decrease Contingency by \$25,900 and increase Program Expense appropriations by the same amount within the General Fund, and

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

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

Section 1. That the following revenue be recognized in the Fiscal Year 2026 (FY 2026) County Budget:

Facilities Fund

Interfund Charges

Facilities Fund Total

\$ 25,900

\$ 25,900

Section 2. That the following amounts be appropriated in the FY 2026 County Budget:

<u>General Fund</u>	
Program Expense	\$ 25,900
Contingency	<u>(25,900)</u>
General Fund Total	<u>\$ -</u>
 <u>Facilities Fund</u>	
Program Expense	\$ 25,900
Facilities Fund Total	<u>\$ 25,900</u>

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

Section 4. That the following FTE be added to the FY 2026 Deschutes County Budget:

Job Class	Position Number	Type	Effective Hiring Date	FTE
Custodian (1019)	n/a	Regular	2/18/2026	1.00
Total FTE				1.00

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

DATED this_____ day of February 2026.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PHIL CHANG, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner

Deschutes County
Supplemental Budget

02/18/2026 Item #5.

REVENUE

Item	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1			6201050	372001	Interfund Pmts From GF	\$ -	\$ 25,900	\$ 25,900
2								
3								
TOTAL						\$ -	\$ 25,900	\$ 25,900

APPROPRIATION

Item	Project Code	Segment 2	Org	Object	Category (Personnel, M&S, CapEx, Transfers, Contingency)	Description (Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			0019919	472620	M&S	Interfund Pmts To Fund 620	\$ -	\$ 25,900	\$ 25,900
2			0019999	501971	Contingency	Contingency	21,133,320	(25,900)	21,107,420
3			6201050	410101	Personnel	Regular Employees	2,385,501	25,900	2,411,401
TOTAL							\$ 23,518,821	\$ 25,900	\$ 23,544,721

Budget adjustment to add 1.00 FTE Custodian to the Facilities Fund for courthouse services and interfund charge to pay for the FY 2026 amount.

Fund: 001 & 620
Dept: Facilities
Requested by: Lee Randall
Date: 2.18.2026



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Request to extend the contract with Business Oregon for Community Development Block Grant funding by six months

RECOMMENDED MOTION:

Move approval of Document No. 2026-0103 approving an amendment to extend the contract with Business Oregon for Community Development Block Grant funding by six months.

BACKGROUND AND POLICY IMPLICATIONS:

Business Oregon administers the State of Oregon's annual federal allocation of Community Development Block Grant (CDBG) funds for non-metropolitan cities and counties. The primary objective of the CDBG program is to foster livable urban communities for persons of low and moderate incomes by expanding economic opportunities and providing housing and suitable living environments.

Deschutes County is a non-entitlement entity and may access CDBG funds through this grant process. The Cities of Bend and Redmond are urban/entitlement communities and receive funds directly from the US Department of Housing and Urban Development.

Funds for housing rehabilitation are used for repairs needed to address health and safety issues as well as other structural repairs for low- and moderate-income homeowners. Eligible projects include: roof repairs, well projects, painting, septic repairs/replacement, accessibility improvements, foundations, siding, etc. The County's total maximum grant for housing rehabilitation work is \$400,000.

Eligible applicants for housing rehab loans are limited to low- and moderate-income homeowners (must be owner occupied homes) in Crook, Deschutes and Jefferson counties, outside of the cities of Bend or Redmond. Low- and moderate-income is defined as 80% of AMI by county and household size.

Although these funds will be sub-granted to NeighborImpact, Deschutes County will retain responsibility for compliance with program rules, regulations, etc. NeighborImpact is responsible for various grant administration activities to support the grant recipient local

government, in addition to operator of the lending program. County roles would include:

- Holding two public hearings to take public comment – one prior to submission of the application, and a second prior to closeout.
- Completing certain required plans/policies
- Submitting draw requests to Business Oregon, paying invoices to NeighborImpact
- Completing a fair housing activity prior to grant closeout

The grant agreement was for an initial 24 month period which expires on March 1, 2026. NeighborImpact has requested a six-month extension to complete the work and expend the full grant amount of \$400,000.

BUDGET IMPACTS:

To date \$283,539 has been paid out of the grant and the remaining funds are expected to be disbursed by the extension deadline of September 1, 2026, and will be accounted for in the FY 2027 budget.

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REGIONAL HOUSING REHABILITATION GRANT CONTRACT

Amendment Number 01

Project Name: Central Oregon Regional Housing Rehabilitation
Project Number: H23010

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and Deschutes County, Oregon (“Recipient”), and amends the Grant Contract between Recipient and OBDD, Project Number H23010, dated 01 March 2024, (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to extend the Project Completion Deadline.

The parties agree as follows:

1. Amend the second paragraph of the preamble of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

This Contract includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

1. This Contract without any Exhibits;
2. Special Conditions of Award for Housing Rehabilitation Grant Contracts, attached as Exhibit A;
3. Recipient’s Certification of Compliance with State and Federal Laws and Regulations attached as Exhibit B, and Certification Regarding Lobbying, attached as Exhibit C; and
4. The approved Project budget showing breakdown of sources of funds, attached as Exhibit D.
5. ~~Information Required by 2 CFR § 200.332(a)(1), attached as Exhibit E.~~

The information in Exhibit E is required by 2CFR § 200.332 and is attached to this Contract for informational purposes only.

2. Amend Section 2. C – Project Activities of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):
 - C. All Project activities must be completed, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted to OBDD, by 01 September 2026 ~~within 24 months from the Effective Date~~ (“Project Completion Deadline”).
3. Delete Exhibit E – Information Required by 2 CRF § 200.332(A)(1) of the Contract in its entirety and replace it with the following new Exhibit E – Information Required by 2 CRF § 200.332(b)(1):

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(b)(1)**Federal Award Identification:**

- (i) Subrecipient* name (which must match registered name in SAM): Deschutes County
 - (ii) Subrecipient's Unique Entity Identifier (SAM): S1PTSTGMUKU5
 - (iii) Federal Award Identification Number (FAIN): B-23-DC-41-0001
 - (iv) Federal Award Date: 10 January 2023
 - (v) Sub-award Period of Performance Start and End Dates: Beginning on 01 March 2024 and ending on 01 September 2026
 - (vi) Sub-award Budget Period Start and End Dates: Beginning on 01 March 2024 and ending on 01 September 2026
 - (vii) Total Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$0
 - (viii) Total Amount** of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$400,000
 - (ix) Total Amount** of the Federal Award committed to the subrecipient by the pass-through entity: \$11,441,918
 - (x) Federal award project description: The FFY 2023 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
 - (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Jon Unger, Infrastructure Programs Manager, 503-507-7107
 - (xii) The Federal Assistance Listing (formerly CFDA) Number and Title: 14.228 Community Development Block Grant,
Amount: \$400,000
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: N/A
- * For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.
- ** The total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity is the total amount of federal funds obligated or committed to the Subrecipient by the pass-through entity during the current state fiscal year, which runs from July 1 through June 30.

OBDD will have no obligation under this amendment, unless within 60 days after receipt, Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



DESCHUTES COUNTY

By: _____
Edward Tabor, Infrastructure & Program
Services Director

By: _____
Phil Chang, Chair
Board of Commissioners

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REGIONAL HOUSING REHABILITATION GRANT CONTRACT
“Central Oregon Regional Housing Rehabilitation”

This Contract, project number H23010, dated as of the date of its last signature, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and Deschutes County, Oregon (“Recipient”). This Contract becomes effective on the date (“Effective Date”) when fully signed and approved as required by applicable law.

This Contract includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

1. This Contract without any Exhibits;
2. Special Conditions of Award for Housing Rehabilitation Grant Contracts, attached as Exhibit A;
3. Recipient’s Certification of Compliance with State and Federal Laws and Regulations attached as Exhibit B, and Certification Regarding Lobbying, attached as Exhibit C; and
4. The approved Project budget showing breakdown of sources of funds, attached as Exhibit D.
5. Information Required by 2 CFR § 200.332(a)(1), attached as Exhibit E.

SECTION 1 - GRANT

- A. Grant. In reliance upon Recipient’s application dated 26 September 2023 (“Application”), and certifications in the form of Exhibit B and Exhibit C, OBDD agrees to provide Recipient Community Development Block Grant (“CDBG”) funds in the amount of \$400,000, the use of which is limited to the project as defined in Sections 2.A. and 2.B. (“Project”). The use of these funds is also subject to the Project budget in Exhibit D and the Special Conditions of Award for Housing Rehabilitation Grant Contracts in Exhibit A.
- B. Disbursement. OBDD shall disburse the grant funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must request disbursements of grant funds on an OBDD-provided or OBDD-approved disbursement request form. All expenses and incurred costs are subject to approval by OBDD.
- C. Appropriations. All disbursements are subject to the condition that OBDD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 2 - PROJECT ACTIVITIES

- A. Recipient agrees to perform the Project activities in accordance with the Project activities described in Recipient’s Application accepted by OBDD, and this Section 2. Any changes to the Project activities must receive prior written approval by OBDD.
- B. Recipient shall provide deferred loans to ten to twelve (10-12) low- and moderate-income (as defined in the CDBG Program Guidelines) homeowners in Crook, Deschutes, and Jefferson Counties outside of the entitlement communities of Bend and Redmond, to upgrade their homes and eliminate safety and health hazards. Homes with identified substandard conditions and those in need of well septic system repair and replacement must be the primary target for rehabilitation funds. For

each project, Recipient shall ensure that a housing construction inspector reviews all work performed and inspects the property to assure compliance with CDBG program standards. Recipient shall ensure homeowners employ only licensed and bonded contractors to have the repair work done.

- C. All Project activities must be completed, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted to OBDD, within 24 months from the Effective Date (“Project Completion Deadline”).
- D. Recipient shall provide marketing of the CDBG program to ensure that interested and eligible homeowners are aware of the program and how to apply for assistance. Recipient must submit all such materials to OBDD for prior review and approval.
- E. Reserved.
- F. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project must be submitted to OBDD as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.
- G. Determination. OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §200.330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 3 - COMPLIANCE WITH LAWS

Recipient agrees to comply, and cause its agents, contractors and subrecipients to comply, with all applicable state and federal laws, regulations and policies applicable to the use, administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:

1. Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the “Act”) and with all applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
2. Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
3. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for any single construction contractor, construction activity or any non-construction activity that leads to construction (such as engineering, architectural, program management).
4. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and its regulations at 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance.
5. Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996). Recipient will affirmatively further fair housing.

6. Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and its regulations at 24 C.F.R. §§107.10-107.65 (1997).
7. Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-1.1 to 60-999.1 (1997).
8. The Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
9. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
10. Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and its regulations at 24 C.F.R. §§35.1-35.98 (1997).
11. The Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4156 (1994).
12. 36 C.F.R. §§800.1-800.16 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
13. The Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
14. All program and grant administration requirements in OBDD's 2023 Program Guidelines (Method of Distribution) and its CDBG Grant Management Handbook.
15. ORS §656.017 regarding Workers Compensation coverage, unless exempt under ORS §656.126. Recipient shall insure that each of its contractors and subcontractors comply with these requirements.
16. When procuring goods or services to be paid for in whole or in part with Grant funds, Recipient shall comply with the Oregon Public Contracting Code, Chapters 279A, B, and C. The Oregon Model Rules for public bidding and contracting in Oregon Administrative Rules Chapter 137, Divisions 046, 047, 048 and 049 apply if Recipient or its public contract review board has not adopted its own rules. If Recipient or its public contract review board has adopted its own rules, those rules apply.
17. Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

SECTION 4 - COVENANTS OF RECIPIENT

- A. Recipient covenants its Project will meet the following national objective:
Activities primarily benefiting low- and moderate-income persons (24 C.F.R. 570.483(b)).
- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to Project activities, or any person who is in a position to participate in a decision-making process or gain inside information with regard to the Project, or those with whom they have family or business ties, during his or her tenure or for one year thereafter, may have a financial

interest or benefit in, or obtain a financial interest or benefit from any Project activity, or have any interest, direct or indirect, in any contract, subcontract, or agreement with respect to the Project.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations to be so incorporated.
- D. Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions a certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.
- E. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.
- F. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.
- G. Federal audit requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "14.228 Community Development Block Grant."
 - (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- H. Recipient shall grant OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives,

access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to perform examinations and audits and make excerpts, transcripts and copies. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of six (6) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- I. Recipient shall require and cause its subrecipients to comply with the requirements of Sections 4.F, 4.G. and 4.H. above.
- J. Recipient shall follow applicable public records law to provide citizens with reasonable access to records regarding the use of the CDBG funds. Consistent with public records law, Recipient shall, and shall cause or require its subrecipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this Contract. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Recipient shall, and shall cause or require its subrecipients to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.
- K. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- L. Recipient shall cause all its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient the certification set forth in Exhibit C hereof.
- M. Recipient shall ensure no lead-based paint is used in residential units.
- N. Monitoring obligations:
 - 1) Recipient shall fully cooperate with OBDD's monitoring activities, including but not limited to the following: Review of single audits, arrange for limited scope audits, on-site visits, reviewing Recipient reports, requiring prior approval, requiring third party evaluations, providing training and technical assistance, making telephone calls and using such other means of communication such as e-mail in order to ask or answer questions.
 - 2) Recipient shall monitor the activities of its subrecipients to ensure that awards are used for authorized purposes in compliance with applicable laws, regulations and federal grant agreements.
- O. Recipient must obtain and maintain supporting documentation for all expenditures and requests for grant funds, including those of subrecipients under their respective contracts with Recipient, with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements specified herein. OBDD may require such other information as it deems necessary or appropriate in its sole discretion.

P. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

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

SECTION 5 - DEFAULT; REMEDIES; TERMINATION

A. Defaults. Any of the following constitutes an "Event of Default":

- 1) If Recipient's, or any of its subrecipient's use of grant funds, violates the terms and conditions of this Contract or applicable law, specifically including but not limited to OAR Chapter 123, Division 80, and that violation continues for a period of thirty (30) calendar days after written notice specifying such violation is given to Recipient by OBDD. In such case and in addition to any other remedy available to OBDD, OBDD may, in its sole and absolute discretion, require that Recipient obtain prior OBDD approval for any expenditures that would otherwise be eligible for reimbursement under this Contract.
- 2) If Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract.

B. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

- 1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
- 2) Withholding amounts otherwise due to Recipient for application to any amounts due under this Contract; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
- 3) Barring Recipient from applying for future awards.
- 4) Requiring repayment of the Grant and any interest earned by Recipient on the Grant.

C. Termination. OBDD may terminate this Contract immediately upon written notice to Recipient:

- 1) If OBDD fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in OBDD's exercise of its reasonable discretion, to fund the Project.
- 2) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the CDBG grant or payments to be made hereunder are prohibited or OBDD is prohibited from paying for the CDBG grant program from the planned funding source(s).
- 3) As otherwise provided in this Contract.

In the event of termination under this Section or for any Event of Default, Recipient shall deliver to OBDD all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Recipient, within sixty (60) calendar days of the date of termination. Termination of this Contract shall not impair or invalidate any remedy available to OBDD or Recipient hereunder, at law, or otherwise.

SECTION 6 - MISCELLANEOUS PROVISIONS

A. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 5 of this Contract.

B. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth on the signature page of this Contract, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- C. Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- D. No Limitations on Actions in Exercise of Governmental Powers. Nothing in this Contract is intended, nor shall it be construed, to in any way limit the actions of OBDD in the exercise of its governmental powers. It is the express intention of the parties hereto that OBDD shall retain the full right and ability to exercise its governmental powers with respect to Recipient, the grant funds, and the transactions contemplated by this Contract to the same extent as if it were not a party to this Contract, and in no event shall OBDD have any contractual liability arising under this Contract by virtue of any exercise of its governmental powers.
- E. Time of the Essence. Time is of the essence in the performance of any and all obligations under this Contract.
- F. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- G. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- H. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- I. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorney fees and costs at trial and on appeal. Reasonable attorney fees cannot exceed the rate charged to OBDD by its attorneys.
- J. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

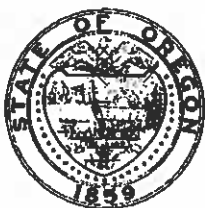
Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of

Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

K. Integration. This Contract and all exhibits, schedules or attachments constitute the entire agreement between the parties on the subject matter hereof. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280
Phone 541-297-3682



DESCHUTES COUNTY

1300 NW Wall Street
Bend, OR 97703
Phone 541-330-4627

By: 
Chris Cummings, Deputy Director

By: 
Patti Adair, Chair
Board of Commissioners

Date: 3/1/2024

Date: 2-23-24

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman per email dated 23 December 2023
David Berryman, Assistant Attorney General

Exhibit A: Special Conditions of Award for Housing Rehabilitation Grant Contracts
Exhibit B: Recipient's Certification of Compliance with State and Federal Laws and Regulations
Exhibit C: Certification Regarding Lobbying
Exhibit D: Project Budget
Exhibit E: Information Required by 2 CFR § 200.332(a)(1)

EXHIBIT A - SPECIAL CONDITIONS OF AWARD FOR HOUSING REHABILITATION GRANT CONTRACTS

1. The availability of funds under this Agreement is subject to OBDD's receipt and approval of a detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook.
2. Recipient shall enter into a subrecipient agreement ("Subrecipient Agreement") with NeighborImpact, an Oregon non-profit corporation ("Subrecipient") to implement the Project. Recipient further represents that Subrecipient is a non-profit housing support organization that meets the requirements of Section 105(a)(15) of the Act to carry-out housing rehabilitation activities.
3. All Project-related contracts must be received by OBDD ten (10) days prior to execution. This includes all Project-related contracts between Recipient and any person or entity that will be performing grant administration or program management services. This condition does not apply to grants with individual homeowners or to construction contracts by homeowners.
4. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
5. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994), and in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipient will perform reviews in accordance with 24 C.F.R. Part 58.1 et seq. (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003). Recipient shall complete a minimum of the following Environmental Review steps for Housing Rehabilitation projects. Submission of a Determination of Exemption for activities included in 24 CFR 58.34(a) and the Compliance Checklist for the "Other Requirements" in 24 CFR 58.6 (Exhibit 3C of OBDD's CDBG Grant Management Handbook) for grant administration and program management, completion of a Minor Owner Occupied Housing Rehabilitation Program Environmental Review (Exhibit 3M of the Handbook), publication of a Notice of Intent to Request a Release of Funds Owner Occupied Housing Rehabilitation Program (Exhibit 3N of the Handbook) along with an affidavit of publication from a newspaper of general circulation in the Project area, and a Request for Release of Funds and Certification (Exhibit 3H of the Handbook). No expenses to be paid with CDBG funds can be incurred prior to a Release of Funds being issued by OBDD.
6. Recipient shall provide the following prior to the submission of the first draw of grant funds:
 - A. Electronic Transfer Authorization for receiving disbursements.
 - B. Fair Housing Resolution affidavit of publication. Publication must be no more than six months prior to submission of Recipient's first disbursement request. Attach a copy of the published Fair Housing Resolution. Recipient must also undertake at least one additional activity to promote fair housing opportunities in its jurisdiction prior to final draw of Grant funds.
 - C. Documentation that Fair Housing poster(s) and brochures (including other than English if required) were distributed and posted not more than 6 months prior to the first draw for non-construction activities/funds.

- D. Rehabilitation Act Section 504 self-evaluation checklist.
 - E. Grievance Procedure for Complaints of Alleged Discrimination Based on Disability
 - F. Nondiscrimination on the Basis of Handicap Status affidavit of publication.
 - G. Municipal official or staff person to be responsible for monitoring the housing rehabilitation project to ensure that necessary permits are obtained and required inspections are completed prior to payment authorization. Recipient is responsible for notifying OBDD of any changes to this assignment.
 - H. Recipient shall identify a designated "Certifying Officer" for executing site-specific environmental reviews.
 - I. A detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook, which must be approved by OBDD.
7. Recipient shall, or cause its Subrecipient or contractors to, take at least one photo of each housing rehabilitation project home prior to construction activities, and take at least one photo after final inspection. Photos will be kept in Recipient's CDBG files and released to OBDD or HUD upon request.
 8. Grant administrative costs may be reimbursed for direct costs incurred for grant administration. All direct costs must be supported with source documentation.
 9. Program management costs may be reimbursed for the actual costs of implementing the Project. All charges to the grant must be supported with source documentation.
 10. Funds budgeted for housing rehabilitation must be contractually committed to eligible property owners 90 days prior to the Project Completion Deadline. Any rehabilitation funds not committed at that time may be subject to recapture.
 11. Funds budgeted for program management or grant administration remaining upon completion of that activity may be transferred to the housing rehabilitation line item in the Project budget. Funds not so transferred may be subject to recapture.
 12. Recipient shall submit a Project Completion Report no later than the Project Completion Deadline.
 13. Federal rules regarding "program income" at 24 CFR 570.489(e) shall survive and continue to apply after Project completion or closeout and after termination of this Contract.
 14. Recipient shall expend on the Project, matching funds in the amount specified in the Project budget. All matching funds must be secured in writing no later than 30 days after the execution of this Contract or this Contract may be terminated. No CDBG funds may be drawn down unless all Project matching funds are secured.
 15. No costs which were incurred prior to execution of this Contract may be charged to the CDBG funds made available under this Contract. No costs of construction or for professional services which were incurred prior to execution of the applicable contract between Recipient and such contractor or service provider and OBDD's approval of such contract may be charged to CDBG funds made available under this Contract.
 16. No manufactured homes built prior to 15 June 1976 can be rehabilitated with CDBG funds.

**EXHIBIT B - RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. It has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act.
2. It possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project.
3. Its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein.
4. The person identified as the official representative of Recipient in the application and this Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf.
5. This Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents.
6. This Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with its terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

7. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
8. Provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
9. Furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
10. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

11. Provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
12. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
13. Provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD, or as to grants already made, substantial changes to activities from Recipient's application to OBDD; and
14. Provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient further represents, warrants and certifies that:

15. The officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
16. Such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (1997); and
17. Such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

In addition to the above certifications, for grants exceeding \$100,000, the undersigned also makes the certification regarding lobbying set forth in Exhibit C attached to this Contract.

Signed

Wade W. W.

Title

County Administrator

Date

2/23/2024

Recipient

Deschutes County

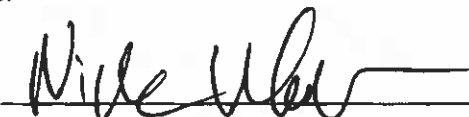
EXHIBIT C - CERTIFICATION REGARDING LOBBYING (Grants Exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned 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 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, 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.

Signed



Title

County Administrator

Date

2/23/2024

Recipient

Deschutes County

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Housing Rehabilitation	\$309,000	\$0
Environmental Review	\$5,000	\$0
Grant Administration	\$16,000	\$0
Program Management	\$70,000	\$0
Total	\$400,000	\$0

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)**Federal Award Identification:**

- (i) Subrecipient* name (which must match registered name in SAM): Deschutes County
- (ii) Subrecipient's Unique Entity Identifier (SAM): S1PTSTGMUKU5
- (iii) Federal Award Identification Number (FAIN): B-23-DC-41-0001
- (iv) Federal Award Date: 10 January 2023
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$400,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$400,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$11,441,918
- (ix) Federal award project description: The FFY 2023 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Edward Tabor, Infrastructure and Programs Services Director, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$400,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Approval of Resolution No. 2026-007 Declaring a Countywide State of Emergency and Requesting State Declaration of Drought Emergency within all of Deschutes County

ATTENDANCE:
Administration

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Declaring a Countywide State of
Emergency and Requesting State Declaration of
Drought Emergency within all of Deschutes
County

*

*

*

RESOLUTION NO. 2026-007

WHEREAS, ORS 401.309 and the Deschutes County Emergency Operations Plan (EOP) authorize the county governing body to declare a state of emergency within the county or within a designated portion of the county; and

WHEREAS, drought conditions endanger crops and livestock, endanger the health and safety of the county's population, jeopardize economic vitality within the county, and imperil the quality of the environment; and

WHEREAS, the Deschutes Basin Board of Control has informed Deschutes County that continuing extreme weather conditions within the county are likely to cause widespread and severe damage to livestock, wildlife, natural resources, recreation, tourism and related economies; and

WHEREAS, the Deschutes Basin snowpack, which feeds all water sources within the county is at 30% of average and the latest drought monitor shows most of Deschutes County is currently under abnormally dry conditions; and

WHEREAS, Wickiup Reservoir is at 166,633 acre feet on February 13, and is expected to peak around April 1st at below average levels; and

WHEREAS, Crescent Lake is at 28% capacity; and

WHEREAS, it is unlikely we will receive adequate precipitation in the coming months to prevent the persistence of drought conditions; and

WHEREAS, the Deschutes River is experiencing extremely low natural flow levels such that all irrigation districts dependent upon water flows from the Deschutes River will be severely impacted by being significantly reduced or severely curtailed due to diminished supplies; and

WHEREAS, these low flows will result in widespread impact and damage to livestock, natural resources, recreation, tourism and the economy; and

WHEREAS, Deschutes County encourages water users to voluntarily share water with water

users in Jefferson County,

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

Section 1. Pursuant to ORS 401.309, the Deschutes County EOP, and information provided to Deschutes County by the Deschutes Basin Board of Control, a State of Emergency is presently declared within Deschutes County.

Section 2. Pursuant to ORS 401.032(2), the governing body for Deschutes County finds that the appropriate response is beyond the capability of Deschutes County.

Section 3. The governing body for Deschutes County respectfully submits the Request contained immediately below in Section 4.

Section 4. Request: The Honorable Tina Kotek, Governor of Oregon, declare a Drought Emergency for all of Deschutes County under the provisions of ORS Chapters 401 and 536 due to severe and continuing drought conditions beginning at this time and continuing to December 31, 2026; and direct the Oregon Department of Water Resources and other Oregon executive branch agencies to make available for all purveyors of water within Deschutes County Temporary Transfers of Water Rights, Emergency Water Use Permits, and Use of Existing Right Option/Agreement; and other federal and state drought assistance and programs as needed.

Section 5. This Resolution shall take effect immediately from and after its adoption.

Dated this _____ of _____, 2026

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PHIL CHANG, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Second Reading and Adoption of Ordinance No. 2026-003.

RECOMMENDED ACTION:

- 1) Motion for second reading of Ordinance No. 2026-003, an amendment to DCC 4.20, by title only.
- 2) Motion for adoption of Ordinance No. 2026-003.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Code (DCC) Chapter 4.20, Public Land Corner Preservation Fund, includes a provision regarding recording fees that is not in accord with new legislation. HB3175 (effective 1/1/2026) removed the statutory limit of \$10 in ORS 203.148 (2). This statutory change effectively delegates the determination of the fee amount to the BOCC (in conjunction with annual fee resolution). The County Surveyor intends to request an additional \$4 per recording for FY27.

A public hearing and first reading occurred on January 28, 2026.

BUDGET IMPACTS:

Slight increase in Public Land Corner Preservation Fund

ATTENDANCE:

Surveyor
Legal

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Chapter 4.20, Public Land *
 Corner Preservation Fund, of the Deschutes County *
 Code. *

ORDINANCE NO. 2026-003

WHEREAS, the Deschutes County Code (DCC) contains rules and regulations duly enacted through ordinance by Deschutes County and the Deschutes County Board of Commissioners; and

WHEREAS, from time-to-time the need arises to make amendments, including new enactments to the DCC; and

WHEREAS, staff from the Road Department/Surveyor have identified a need to amend DCC 4.20 to clarify criteria for setting recording fees; and

WHEREAS, the Board of County Commissioners of Deschutes County considered this matter at a duly noticed Board meeting on January 28, 2026, and determined that DCC 4.20 should be amended; now therefore,

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

Section 1. AMENDMENT. DCC 4.20 is amended to read as described in Exhibit "A," attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 2. ADOPTION. This Ordinance takes effect 90 days after second reading.

///

Dated this _____ of _____, 2026

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PHIL CHANG, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner

Date of 1st Reading: _____.

Date of 2nd Reading: _____.

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>	<u>Record of Adoption Vote</u> <u>Abstained</u>	<u>Excused</u>
Patti Adair				
Phil Chang				
Anthony DeBone				

Effective date: _____.

EXHIBIT A

(To Ordinance No. 2026-003)

CHAPTER 4.20 PUBLIC LAND CORNER PRESERVATION FUND

4.20.010 Purpose

4.20.020 Definitions

4.20.025 Definition; Corner

4.20.030 Definition; County Surveyor

4.20.035 Definition; Existing Corner

4.20.040 Definition; Government Corners

4.20.045 Definition; Instrument

4.20.050 Fee Established; Disposition

4.20.060 Fund Created

4.20.070 Restriction On Expenditures

4.20.010 Purpose

The purpose of DCC 4.20 is to establish a fee for the recording of documents that convey an interest in real property pursuant to ORS 205.130 by deed, to be used by the County Surveyor for the establishment, reestablishment and maintenance of corners of government surveys under ORS 209.070(5) and (6).

HISTORY

Adopted by Ord. 86-014 §1 on 2/19/1986

4.20.020 Definitions

For the purposes of DCC 4.20, unless otherwise apparent from the context, certain words and phrases used in DCC 4.20 are defined as set forth in DCC 4.20.025-045.

HISTORY

Adopted by Ord. 86-014 §2 on 2/19/1986

Amended by Ord. 95-029 §1 on 5/17/1995

4.20.025 Definition; Corner

"Corner" means a point determined by the surveying process.

HISTORY

Adopted by Ord. 86-014 §2 on 2/19/1986

4.20.030 Definition; County Surveyor

"County Surveyor" means the County Surveyor or his designee.

HISTORY

Adopted by Ord. 86-014 §2 on 2/19/1986

4.20.035 Definition; Existing Corner

"Existing corner" means one whose position can be identified by verifying the evidence of the monument or its accessories, by reference to the description and field notes, or located by an acceptable supplemental survey record, some physical evidence or testimony.

HISTORY

Adopted by Ord. 86-014 §2 on 2/19/1986

4.20.040 Definition; Government Corners

"Government corners" means and includes all corners and boundary lines as is accepted in the United States Department of Interior, Bureau of Land Management, Manual of Surveying Instruction and its supplements, such as section, quarter section, donation land claim, meander, closing, witness, state boundary and line trees. Such corners include:

- A. "Lost corner" means a point of a survey whose position cannot be determined, beyond reasonable doubt, either from traces of the original marks or from acceptable evidence or testimony that bears upon the original position, and whose location can be restored only by reference to one or more interdependent corners.
- B. "Monument" means an object or physical structure which marks the corner point.
- C. "Obliterated corner" means one at which point there are no remaining traces of the monument or its accessories, but whose location has been perpetuated, or the point for which may be recovered beyond reasonable doubt by the acts and testimony of the interested landowners, competent surveyors, or other qualified local authorities, or witness, or by some acceptable record evidence.
- D. "Restoration" means the establishment, reestablishment or maintenance for the purpose of preservation of the corner.

HISTORY

Adopted by Ord. 86-014 §2 on 2/19/1986

4.20.045 Definition; Instrument

"Instrument" means any document described in ORS 205.130(2).

HISTORY

Adopted by Ord. 87-027 §2 on 8/19/1987

Amended by Ord. 99-037 §1 on 12/15/1999

4.20.050 Fee Established; Disposition

The County Clerk shall collect a fee for the recording of an instrument as defined in DCC 4.20 in the amount ~~prescribed by the Deschutes County Fee Schedule of ten dollars per instrument~~. This fee shall be in addition to any other fee charged by the County Clerk. At least once a month the County Clerk shall deposit with the County Treasurer all fees received pursuant to DCC 4.20 in the public land corner preservation account.

HISTORY

Adopted by Ord. 86-014 §3 on 2/19/1986

Amended by Ord. 87-027 §3 on 8/19/1987

Amended by Ord. 99-037 §2 on 12/15/1999

Amended by Ord 2026-003 §1 on 5/25/2026

4.20.060 Fund Created

A public land corner preservation fund shall be created and used for the purposes stated in DCC 4.20. All moneys collected for this fund and any interest accrued to this fund, shall be deposited and credited to the public land corner preservation fund. The treasurer is authorized to invest fund balances.

HISTORY

Adopted by Ord. 86-014 §4 on 2/19/1986

Amended by Ord. 86-036 §1 on 3/26/1986

4.20.070 Restriction On Expenditures

Funds received pursuant to DCC 4.20 shall be used for establishment, reestablishment and maintenance of corners of government surveys under ORS 209.070(5) and (6) and for no other purpose.

HISTORY

Adopted by Ord. 86-014 §5 on 2/19/1986



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 18, 2026

SUBJECT: Department Performance Measures Updates for FY 26 Q2

BACKGROUND AND POLICY IMPLICATIONS:

Four departments have been selected to provide updates on progress made during FY 26 Q2 on selected performance measures that fall under the County Goals and Objectives of **Safe Communities**.

9-1-1

1.

Objective: Safe Communities - Provide safe and secure communities through coordinated public safety and crisis management services.

Performance Measure: Meet and exceed the National Emergency Number Association (NENA) standard for call answering times by regularly auditing operational and technical practices internally as it related to call answering.

Target: 90%

Q2 Update: 99.24%

2.

Objective: Safe Communities - Provide safe and secure communities through coordinated public safety and crisis management services.

Performance Measure: Support and enhance call taking triage processes for mental health crisis calls in partnership with the Community Crisis Response Team program.

Target: True

Q2 Update: True

3.

Objective: Safe Communities - Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

Performance Measure: Coordinate with 9-1-1 and DCSO to increase the number of web-registered Deschutes Alerts subscribers.

Target: 53,744

Q2 Update: 71,659

Community Justice

1.

Objective: Safe Communities - Reduce crime and recidivism through prevention, intervention, supervision and enforcement.

Performance Measure: Deschutes County safely supervises adults in the community.

Target: -15%

Q2 Update: -25%

Public Notes: This performance measure is how much of a reduction we are seeing in our prison population. We equate that to safely supervising people in the community versus using prison. The Oregon Criminal Justice Commission has established a baseline figure for Deschutes County. The goal being to be at 15% or more below that baseline figure.

2.

Objective: Safe Communities - Reduce crime and recidivism through prevention, intervention, supervision and enforcement.

Performance Measure: Young people on supervision successfully complete their term of supervision.

Target: 75%

Q2 Update: 80%

District Attorney

1.

Objective: Safe Communities - Reduce crime and recidivism through prevention, intervention, supervision and enforcement.

Performance Measure: Goal is to maintain a number of no greater than 20% of the VIS veterans' recidivism resulting in sentence of incarceration.

Target: 20%

Q2 Update: 3%

2.

Objective: Safe Communities - Reduce crime and recidivism through prevention, intervention, supervision and enforcement.

Performance Measure: Maintain an arrest recidivism rate for all enrolled EAP participants (18-25 year-olds) of 25% or less.

Target: 25%

Q2 Update: 20.5%

Sheriff's Office

1.

Objective: Safe Communities - Provide safe and secure communities through coordinated public safety and crisis management services.

Performance Measure: Maintain current service levels by responding to or initiating 70,000 patrol community contacts.

Target: 80,000

Q1 Update: 23,067

Public Notes: Dispatched: 9,724 Self-Initiated: 9,526 Traffic Stops: 2,717 Community Policing: 1,100

Q2 Update: 21,012

Public Notes: Dispatched: 7,543 Self-Initiated: 9,506 Traffic Stops: 2,771 Community Policing: 1,192

BUDGET IMPACTS:

No anticipated budget impacts.

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manger

Chris Perry, 9-1-1, Operations Manager

Trevor Stephens, Community Justice, Business Manager

Matthew Nelson, District Attorney's Office

Sarah Trautman, District Attorney's Office

Jeff Price, Sheriff's Office, Business Manager

Captain Mike Sundberg, Sheriff's Office



BOARD OF COUNTY COMMISSIONERS

February 18, 2026

Re: Support of Terrebonne Sanitary District's Community Initiated Project Funding Request

Dear Senators Wyden and Merkley,

This letter is in support of the Terrebonne Sanitary District Community Initiated Project (CIP) funding request for \$2,400,000.

Terrebonne is entirely dependent on antiquated onsite septic systems. Consequently, small lots coupled with shallow soil conditions threaten existing residences and businesses. In 2003, the Terrebonne Sanitary District was formed in response to this ongoing crisis. Numerous entities including Deschutes County, City of Redmond, Oregon Department of Transportation, and the District collaborated to develop and integrate a sanitary collection system for Terrebonne with wastewater ultimately being treated at a City of Redmond wastewater treatment facility. The Terrebonne STEP Collection System construction is anticipated to begin in Spring of 2027 if grant funding is secured.

Grant assistance will reduce construction and onsite costs, lower connection fees and monthly rates, and encourage early adoption. Supporting this project will create opportunities for residential development, facilitate affordability for property owners, and strengthen the long-term financial sustainability of the system.

Thank you for your consideration.

The Deschutes County Board of Commissioners

Phil Chang
Chair

Anthony DeBone
Vice Chair

Patti Adair
Commissioner

