



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, NOVEMBER 02, 2022

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St - Bend

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

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

Note: *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.*

CONSENT AGENDA

1. Authorize the purchase of vehicles for the Deschutes County Sheriff's Office using State of Oregon Pricing Agreement
2. Consideration of Chair Signature of Document No. 2022-751, a Memorandum of Understanding with Mosaic Medical
3. Consideration of Board Signature on letter appointing Kent Vander Kamp for service on the Deschutes County Facility Project Review Committee
4. Approval of the minutes of the October 19 2022 BOCC meeting

ACTION ITEMS

5. **9:05 AM** Consideration of Resolution No. 2022-071 to increase FTE within the 2022-2023 Deschutes County Budget
6. **9:10 AM** Final Public Hearing on formation of Terrebonne Sanitary District
7. **9:30 AM** Public Hearing and Consideration of Board signature of Order No. 2022-049 and Order No. 2022-050 approving the Millennium Trust and Lebeda annexations to Bend Park & Recreation District
8. **9:35 AM** Consideration of American Rescue Plan Act Funding Proposal: Friends of the Children
9. **9:45 AM** Department Performance Measures Updates for Q1

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 event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 2, 2022

SUBJECT: Authorize the purchase of vehicles for the Deschutes County Sheriff's Office using State of Oregon Pricing Agreement

RECOMMENDED MOTION:

Move to authorize the placement of an order of FY 2024 vehicles for the Deschutes County Sheriff's Office.

BACKGROUND AND POLICY IMPLICATIONS:

Because the lead time between order and delivery of new vehicles for the Sheriff's Office is presently nine to 11 months, the Sheriff's Office seeks to place orders now for vehicles expected to be delivered in the upcoming year. All vehicles are priced according to the State of Oregon approved government contract.

BUDGET IMPACTS:

Purchase of these vehicles is included in the DCSO FY 2024 budget; however, depending on availability, some of the vehicles may arrive in June prior to the end of the current fiscal year. This was experienced in June 2022 when the department received nine vehicles which had been ordered for FY 2023. Because \$349,565 had been included in the FY 2023 budget for those, that amount is currently available should some vehicles arrive before FY 2024.

ATTENDANCE:

Joe Brundage, Business Manager
Pete Martin, Automotive Supervisor

FY2024	Vehicle purchase price
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22	Dodge Durango Patrol	ICV, tint, 40mm launcher, printer. Cargo box in 7	42,212 <hr/> 928,664
	2553450- Patrol (8 new positions & 1- Sisters, 1- SRO)		
1	Ram 1500 Patrol K9	Bedliner, tonneau cover, bedslide, tint, front bumper w/winch, Rambox.	43,000 <hr/> 43,000
	2553450- Patrol		
7	Ram 1500 Patrol	Bedliner, tonneau covers, bedslides, tint, front bumper w/winch. 5 w/Ramboxes, 2 w/o	43,000 <hr/> 301,000
	2553450- Patrol		
1	F150 or Ram 1500	Tonneau cover,bedslide, bedliner, window tint, locking equip box, cell booster.	43,000 <hr/> 43,000
	2553350- Detectives		
2	F150 or Ram 1500	Tonneau cover,bedslide, bedliner, window tint, locking equip box, cell booster.	43,000 <hr/> 86,000
	2553350- MJ Detectives		
1	Ford F250 truck	Front bumper, winch, toolbox, bedliner, fuel tank, cell booster, ICV, 40mm, tint.	52,000 <hr/> 52,000
	2554050- Special Services		
1	SUV- Durango travel vehicle	Extra keys	42,212 <hr/> 42,212
	2552950- Automotive		
1	Ford F250 Shop truck	Bedliner, bumpers, winch, toolbox, fuel tank.	52,000 <hr/> 52,000
	2552950- Automotive		
1	Terradyne Gurkha Armored Truck	Extra keys	95,000 <hr/> Lease vehicle
	2554350- Training/SWAT		
36	Purchase		1,547,876
1	Lease		95,000

- FY 2024 Vehicle Summary -

Qty	Make & Model	Purchase Price	Total Cost
23	Dodge Durango	42,212	970,876
8	Ram 1500	43,000	344,000
3	Ford F150	43,000	129,000
2	Ford F250	52,000	104,000
36		42,997	1,547,876

State of Oregon



PRICE AGREEMENT WITH

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

FOR

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

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

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

Section 1 –Agreement

1.1 Parties

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

1.2 Ordering Instrument

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

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

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

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

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

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

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

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

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

1.3 Prices

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

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

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

1.4 Contractor Reporting and Payment Requirements

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

1.4.1. Volume Sales Reports

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

The VSR will contain:

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

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

1.4.2. Vendor Collected Administrative Fee

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

1.5 Term of Agreement

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

1.6 Insurance

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

1.7 Miscellaneous

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

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

- 1.7.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing or by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 1.7.9 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such a failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this State and all applicable tax laws of political

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

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

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

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

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

Section 2 – Standard Terms for Contracts Under This Agreement

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

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

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

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

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

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

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

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

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

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

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

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

2.8 REPRESENTATIONS AND WARRANTIES:

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

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

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

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

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

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

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

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

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

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

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

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

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

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

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

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

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

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

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

- 2.14 RESERVED**

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

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

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

2.17 INDEMNIFICATION:

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

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

2.18 DEFAULT:

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

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

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

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

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

2.19 REMEDIES:

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

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

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

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

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

2.20 TERMINATION:

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

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

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

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

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

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

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

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

2.25 VENUE; CONSENT TO JURISDICTION:

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

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

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

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

2.27 SEVERABILITY: If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

Section 3 – Special Terms for Contracts under this Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

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

Agreed:

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

Authorized Signature:  _____

Printed Name of Authorized Signature: Chuck Baggs

Title of Authorized Signature: Fleet Manager

Date: 04/27/2021

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

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

Section 5 – Signature of DAS PS

Agreed:

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

Date: 28 April 2021

DAS PS Contract Administrator (Type or Print):

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

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated March 23, 2021

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

Exhibit B


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

Exhibit C INSURANCE REQUIREMENTS

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

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required Not required

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

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

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

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

Exhibit D

SPECIFICATIONS

1. GENERAL PROVISIONS:

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

2. SPECIFICATIONS:

Specifications below provide a minimum requirement.

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

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

11/02/2022 Item #1.

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 2, 2022

SUBJECT: Consideration of Chair Signature of Document No. 2022-751, a Memorandum of Understanding with Mosaic Medical

RECOMMENDED MOTION:

Move approval of Chair Signature of Document No. 2022-751, a Memorandum of Understanding with Mosaic Medical for a payment to Deschutes County for Tenant Improvement costs at 244 Kingwood Avenue in Redmond, Oregon.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns property at 244 NW Kingwood, Redmond. The 11,978 square foot building located on 1.07-acres was acquired by the County in August 2021. This strategic acquisition will provide for expanded County services in North County to further serve individuals and families in the surrounding communities. Deschutes County Health Services, Behavioral Health will occupy the majority of the building and Mosaic Medical (Mosaic), a Federally Qualified Health Center will occupy +/- 1,325 square feet.

The Substance Abuse and Mental Health Services Administration (SAMHSA) made co-location of physical and behavioral health services a cornerstone of Certified Community Behavioral Health Clinics (CCBHCs), a demonstration project intended to transform behavioral health, improve quality of life for persons with mental health and substance use conditions, and improve payment methodologies for core services. Deschutes County has successfully participated in the CCBHC project since 2017, increasing access to behavioral health care, improving health outcomes and generating revenue needed to cover the costs of expanded services. Colocation with Mosaic is key to the success of those efforts.

Mosaic is a Federally Qualified Health Center and serves a similar role to the Community Mental Health Program in that it provides safety net physical health services to individuals, regardless of their ability to pay. The Mosaic Medical Clinic at the Kingwood location will be open to the public, and serve many behavioral health clients also seen by Deschutes County Behavioral Health. Colocation improves collaboration on client care, increasing referrals and engagement in care and coordination of patient care plans. In addition, the

capacity for Mosaic to offer a viable primary care service at the Kingwood location ensures behavioral health clients have access to the full span of health care services and that integration is fiscally viable for both partners in this project.

The tenant improvements (TI) to prepare the building for occupancy are in process and anticipated to be completed by third quarter 2023. Mosaic has agreed to contribute a one-time payment in the amount of two hundred fifteen thousand (\$215,000) dollars payable to Deschutes County for TI costs. The Memorandum of Understanding memorializes the TI contribution between the County and Mosaic, and additionally, the parties intend to enter into a Services Contract and corresponding lease, which will be memorialized at a later date.

BUDGET IMPACTS:

A one-time payment from Mosaic Medical to Deschutes County in the amount of \$215,000 for tenant improvements.

ATTENDANCE:

Lee Randall, Facilities Department Director
Chris Weiler, Health Services Operations Officer
Kristie Bollinger, Property Manager



PROPERTY MANAGEMENT

MEMORANDUM OF UNDERSTANDING AND INVOICE (Doc No. 2022-751)
Project: Tenant Improvement (TI): North County Campus -244 NW Kingwood, Redmond

Mosaic

Mosaic Medical, a Federally-Qualified Health Center, LLC
Steve Strang, CFO
600 SW Columbia Street, Suite 6210
Bend, OR 97702
(541) 408-9567 Steve.strang@mosaicmedical.org

County

Deschutes County
Facilities Department
P.O. Box 6005
Bend, OR 97708-6005
(541) 385-1414 Lee.Randall@deschutes.org
Make payment to "Deschutes County"

Parties: This Memorandum of Understanding (MOU) is by and between Deschutes County, a political subdivision of the State of Oregon, and Mosaic Medical, a Federally-Qualified Health Center, LLC, covering the project and costs as stated below.

Purpose and Project Description:

Mosaic is a Federally Qualified Health Center and is committed to an ongoing partnership with Deschutes County, a Certified Community Behavioral Health Clinic that relies on its partnership with Mosaic to qualify. Each party intends to enter into this MOU to memorialize the agreed upon Tenant Improvements (TI) to the property located at 244 NW Kingwood Avenue, in Redmond. Further, it is the parties' intent to enter into a Services Contract, and a corresponding Lease for the space and those agreements will be executed as separate documents.

Authorization for MOU is for a lump sum payment of TWO HUNDRED FIFTEEN THOUSAND Dollars (\$215,000.00), paid by Mosaic, to "Deschutes County", for the build out of TI space, with approximate calculations of \$156/square foot, for 1,375 square feet of leased County-Owned space. The space will be exclusively occupied by Lessee. Repayment of the TI funds to be considered if the parties fail to enter into a future Services Contract and Lease as intended.

Mosaic to receive Certificate of Occupancy, an accounting summary of the cost of the build out, and if applicable a copy of the final cost summary from the contractor to support booking the fixed asset, for required TI accounting.

IN WITNESS WHEREOF, the Parties have approved and executed this MOU and INVOICE:

BOARD OF COUNTY COMMISSIONER CHAIR
Of DESCHUTES COUNTY, OREGON:

MOSAIC MEDICAL, LLC:

PATTI ADAIR, Chair

MEGAN HULSE, Chief Executive Officer

Attest: _____ Date

Recording Secretary Date

Handwritten signature and date: 9/26/2022

Date

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

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

Date: **Department:**

MOU Name:

MOU Contact: **Contractor Telephone:**

Type of Document: Memorandum of Understanding (MOU), Document No. 2022-751

Goods and/or Services: Not applicable

Background & History:

A payment to Deschutes County from Mosaic Medical, in the amount of \$215,000, will be used for Tenant Improvements for the County-owned facility located at 244 NW Kingwood Avenue in Redmond, Oregon.

Agreement Starting Date:

Ending Date:

Total Payment TO Deschutes County: (Income)

N/A

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply: NONE

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Departmental Contact and Title: Lee Randall, Facilities Department Director

Telephone: (541) 617-4711

Department Director Approval: _____
Signature Date

Distribution of Document: Return by email (scan) executed copy of document to:
Lee.Randall@deschutes.org and Deborah.Cook@deschutes.org

Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Head/Director (if under \$25,000)

Legal Review _____ Date _____

Document Number **Document No. 2022-751**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 2, 2022

SUBJECT: Consideration of Resolution No. 2022-071 to increase FTE within the 2022-2023 Deschutes County Budget

RECOMMENDED MOTION:

Move approval of Resolution No. 2022-071 to add a 0.25 regular FTE Community Health Specialist 1 position and convert a 0.75 limited duration FTE Community Health Specialist 1 position to a 0.75 regular FTE position within the Health Services Fund.

BACKGROUND AND POLICY IMPLICATIONS:

In November of 2020, Oregon voters passed Ballot Measure 108, imposing a tax on inhalant delivery systems and cigarettes. Of the revenue generated from this tax, 10% was provided to Oregon Health Authority for state and local prevention and cessation. Starting July 1, 2022, OHA has allocated \$10 million of these resources to local public health authorities based on a funding formula.

Deschutes County was notified on July 26, 2022 that its Fiscal Year 2023 allocation is \$395,172 of new revenue. This allocation amount is one-time, but ongoing funding is expected. Further, we have written authorization from OHA that regardless of the date the amendment is executed, the funds would be available for the entire fiscal year period, 7/1/2022 to 6/30/2023.

OHA has approved the County's proposed work plan and budget, which included an FTE increase of 0.25 for a Community Health Specialist 1. The work associated with this FTE is assigned to help promote tobacco cessation available in Deschutes County.

On the assurance of funding from OHA for 0.25 regular FTE, Health Services is requesting approval to convert the current 0.75 limited duration FTE position to 1.0 regular FTE Community Health Specialist 1, effective the date of the signed resolution. The 0.75 limited duration FTE is currently funded through an ongoing grant, 0.4 BH Reserves and 0.35 OHA Suicide Prevention (ending FY24). Increases in public health modernization funding are

anticipated to support the 0.35 OHA Suicide Prevention Funds after FY24. The 0.25 FTE will be funded through the additional allocation of Measure 108. Although ongoing funding through this source is expected, the amount to be allocated is unknown at this time.

Health Services is recommending that this position be regular instead of limited duration due to the anticipated resources to sustain the position beyond the current limited duration date of June 29, 2024. However, should funding no longer support the increase in the position, DCHS will consider the future of this position within the budgeting process.

BUDGET IMPACTS:

The estimated cost for nine months of a 0.25 FTE Community Health Specialist I is \$17,434. A budget resolution will be presented when the intergovernmental agreement for measure 108 funding is received.

ATTENDANCE:

Jessica Jacks, Prevention and Health Promotion Program Manager
Cam Sparks, Senior Budget Analyst

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution to Increase *
FTE Within the 2022-23 * RESOLUTION NO. 2022-071
Deschutes County Budget *

WHEREAS, the Deschutes County Health Services department presented to the Board of County Commissioners on 11/2/2022, with regards to the addition of 0.25 regular FTE Community Health Specialist 1 position, and converting 0.75 Community Health Specialist 1 limited duration FTE to a regular 0.75 FTE, 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 FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Community Health Specialist 1 (1157)	Regular		0.25
Community Health Specialist 1 (1157)	Conversion of 0.75 limited duration to regular duration		-
Total FTE			0.25

Section 2. 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 November 2, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 2, 2022

SUBJECT: Final Public Hearing on formation of Terrebonne Sanitary District

RECOMMENDED MOTION:

Direct staff to prepare Order 2022-052 either approving formation or directing an election.

BACKGROUND AND POLICY IMPLICATIONS:

The chief petitioners filed a petition to form Terrebonne Sanitary District. The Board held the first public hearing on the petition on October 5, 2022 and approved Order 2022-051 setting the date for the final hearing on November 2, 2022. The petition and exhibits were attached to Order 2022-051. The Board will review and receive any valid written requests for an election, if any were filed as provided by ORS 198.810(3,) and if sufficient number of valid requests are timely filed, will set an election to be held on the next available election date in ORS 255.345 for which the filing deadline can be met. Otherwise, the Board can approve formation of the District.

BUDGET IMPACTS:

None

ATTENDANCE:

David Doyle, Legal; Chris Doty, Road

Terrebonne Sanitary District Formation

Key Clarification Points

By: Terrebonne Sewer Advisory Group

Date: 10/26/2022

- The proposed District Boundary is just a starting point for formation of the District and can be adjusted in the future through annexation petitions.
- Michael Walker owns large development properties at the NW corner of Terrebonne that are currently outside the initial District boundary, but will have the opportunity to join the District later via annexation (please see attached memo).
- All future sewer system customers will be equally responsible for paying SDC fees, onsite upgrade costs, and monthly service rates – whether in the initial District Boundary or outside areas annexed in later.
- TSAG agreed to start with Phase A as the initial district boundary, where the urgency need and support for sewer is well established at this time. Commercial properties in Phase A are generally more willing and able to support initial sewer system costs, compared to residents.
- All public input received before the first BOCC hearing indicated that residents outside Phase A were not as interested in sewer and were generally opposed to sharing in the financial burden of a public sewer system.
- Below is a summary of the Public Involvement Activities to-date:
 - Deschutes County sent out postcards to all Terrebonne property owners notifying them of the upcoming Terrebonne Feasibility Study.
 - Hosted an online open house and public survey during Sep & Oct 2020.
 - Placed flyers and sandwich boards around the community notifying the community about the feasibility study, how to access the Deschutes County feasibility website, and how to contact project team members.
 - Assembled a group of interested residents, property owners and commercial lessees who had expressed interest in exploring sewer solutions for Terrebonne.
 - Terrebonne Sewer Advisory Group (TSAG) held monthly meetings for approximately a year and a half (open to anyone interested).
 - TSAG members went door to door to obtain feedback about the district boundary and signatures.
 - TSAG held an open house for all of Terrebonne in December 2021. Post cards were sent to all property owners.
 - News releases, sandwich boards, flyers placed around the community announcing feasibility study and open house.
 - Distributed public update flyer about the Sanitary District Formation process to residents within proposed boundary by door-knocking. (see attached flyer)

LEGAL MEMORANDUM

TO: Ryan Rudnick, Parametrix
Terrebonne Sewer Advisory Group

FROM: Marika E. Sitz

DATE: October 25, 2022

RE: Sanitary District Annexation Options
File No. 55843-79847

I. INTRODUCTION

We were asked to outline the options for annexing a parcel of land into a sanitary district organized under ORS Chapter 450. This memorandum summarizes the four main options available to annex territory into a sanitary district. This memorandum also clarifies statutory guidance related to annexation of contiguous versus non-contiguous parcels.

II. EXECUTIVE SUMMARY

The special district annexation procedure is outlined in ORS Chapter 198. Although ORS Chapter 450 contains some annexation provisions, those only address annexation when the territory proposed to be annexed is within the boundaries of another sanitary district. That situation is not at issue here and, as such, the guidance in ORS Chapter 198 is the appropriate statutory roadmap for annexation.

There are three main vehicles by which annexation can occur: (1) a petition by electors in the area proposed to be annexed; (2) a petition by an individual landowner; and (3) a resolution by the special district board (in this case, the Terrebonne Sanitary District board) or the Deschutes County Board of County Commissioners (“BOCC”). An election may be necessary if a petition by electors does not contain enough signatures to meet the statutory threshold. Additionally, ORS Chapter 198 allows for an annexation action in the event Deschutes County and the Oregon Health Authority (“OHA”) find a public health emergency related to sewage discharge.

Based on our review of ORS Chapters 198 and 450, it does not appear that an area needs to be contiguous to the existing district to be annexed. Under ORS 198.720(1), a district may consist of contiguous or noncontiguous territory. However, this statute does not grant an unlimited scope of annexation authority. The boundary of a special district, including the portion to be annexed, may only include “territory as may in reason be served by the facilities or services of the district.” ORS 198.720(3).

III. ANNEXATION OPTIONS

Under ORS 198.705(3), annexation means “the attachment or addition of territory to, or inclusion of territory in, an existing district.” Annexation actions by special districts are governed by ORS 198.850 to ORS 198.869. ORS Chapter 198 contemplates three general pathways to annex property, along with a fourth pathway in the case of a public health emergency, each outlined below.

A. Electors in the area to be annexed file an annexation petition.

ORS Chapter 198 allows electors in the area proposed to be annexed to submit an annexation petition to the BOCC. The following steps must be completed by the electors:

1. The electors must secure approval and indorsement of the annexation petition by the district board. ORS 198.850(1). The petition submitted under this statute is subject to the form and content requirements of ORS 198.750 and ORS 198.900. ORS 198.850(1), outlined below.

A petition for a “change of organization” (which includes annexation) must do the following: (a) state that the petition is filed pursuant to ORS 198.705 to 198.955; (b) state the names of all affected districts and all affected counties; (c) designate the principal Act of each affected district; (d) state the nature of the proposal; (e) state whether the territory subject to the petition is inhabited or uninhabited; (f) set forth any proposed terms and conditions, if any, to which the proposed annexation is to be subject; (g) state, or indicate opposite each signature, whether the signers of the petition are landowners within the area to be annexed or electors registered in the area to be annexed, or both; (h) request that proceedings be taken on annexation; and (i) describe the boundaries of the territory to be annexed. As with a formation petition, the signature sheet must be signed by the circulator. Per ORS 198.900, the annexation petition may include a debt distribution plan to be voted upon as a part of the proposal.

A petition for annexation must be signed by fifteen percent of the electors or 100 electors, whichever is the lesser, that are registered in the area proposed to be annexed or by fifteen owners of land or the owners of ten percent of the acreage, whichever is the greater number of signers, within the area proposed to be annexed. ORS 198.755(2). Note that these signature requirements must be met to submit the petition, but the signature requirements that determine whether or not an election must be held, described in numbers 4 and 5 below, differ from these standards.

2. The electors must file the indorsed annexation petition that meets the requirements above with the BOCC. ORS 198.850(1).
3. The BOCC will conduct a proceeding pursuant to ORS 198.800 to 198.820. ORS 198.850(2). ORS 198.800 outlines the process the BOCC must adhere to set a date a date for the hearing and prepare a notice. ORS 198.805 outlines the criteria for the BOCC to evaluate when considering whether the land would be benefitted by inclusion in the district. However, under ORS 198.850(2), when considering an annexation petition, the BOCC should instead consider the local comprehensive plan for the area and any service agreement executed between a

location government and the affected district, rather than the criteria in ORS 198.805(1). ORS 198.850(2). The remainder of the process outlined in ORS 198.800 to 198.820 mirrors the process for a formation petition.

- 4. **Option 1: Election necessary.** If the annexation petition is not signed by either: (1) all the owners of all lands in the area proposed to be annexed; or (2) a majority¹ of the electors registered in the area proposed to be annexed *and* by the owners of more than half the land in the area, BOCC may order an election in the area proposed to be annexed under ORS 198.815.²

Under this pathway, the BOCC will order two elections to be held on the same day: one in the area proposed to be annexed and one in the affected district, both for the purpose of putting the annexation question to the electors. ORS 198.855(1). The district board is responsible for certifying election results to the BOCC. ORS 198.855(1). The BOCC will enter an order to approve annexation if a majority in both elections approves annexation. ORS 198.855(1). Note that a district can vote for annexation of multiple areas at once, so long as they are stated separately on a ballot. ORS 198.855(2).

- 5. **Option 2: Election not necessary.** If the annexation petition is signed by either: (1) all owners of land in the area proposed to be annexed; or (2) a majority of electors registered in the area proposed to be annexed *and* by the owners of more than half of the land in the territory, no election is necessary. ORS 198.855(3).

Under this pathway, the BOCC must still hold a hearing on the petition. ORS 198.855(3). The county board may approve the petition or modify it at the hearing. ORS 198.855(3). Despite indicating that an election is not necessary under the circumstances described above, ORS 198.855(3) still notes that the BOCC may approve the annexation “if an election is held, if the electors approve the annexation.” We presume the statute is presenting this as an option in the event the petition does not meet the signature requirements (see number 4, above). It also appears that electors may have the option to petition for an election after the first hearing of the BOCC pursuant to ORS 198.815.

B. Individual landowner petition.

Under ORS 198.857, a landowner may file an annexation petition directly with the BOCC. Unlike the petition by electors described in section A above, the petition requirements under ORS 198.755, ORS 198.760, ORS 198.775 do not apply. ORS 198.857(1). The following steps must be completed by the landowner wishing to annex landowner’s property:

¹ The statute does not provide any further guidance as to what constitutes the threshold for a “majority.” Without further statutory parameters, we read “majority” to mean a simple majority greater than 50 percent.

² Although the language of ORS 198.855 appears to indicate if the two criteria are not met *and* an election is ordered, and election must be held. It does not outline a path if the criteria are not met and the required number of written requests for an election under ORS 198.815 are not submitted.

Memo to TSAG
October 25, 2022
Page 4

1. The landowner must first get an approval and indorsement of the petition by the district board. ORS 198.857(2).
2. The landowner must file a petition with the BOCC that: (a) declares that the petition is filed pursuant to this section; (b) states the name of the affected district and all affected counties; (c) indicates the principal Act of the affected district; and (d) is signed by the owner of the parcel of land. ORS 198.857(2).
3. If the petition meets the requirements under ORS Chapters 198 and 450, the BOCC will hold a public hearing on the petition no sooner than 20 days and not later than 50 days after the date the petition is filed.
4. The BOCC must consider the local comprehensive plan for the area and any service agreement executed between a location government and the affected district. ORS 198.857(4). The BOCC may approve the petition and enter an order to that effect. ORS 198.857(4).

C. Annexation by resolution of the district board or county board.

The annexation process may also be initiated by resolution of the district board or the BOCC. ORS 198.850(3). If the district board initiates the annexation process, it will file a resolution with the BOCC addressing criteria described in ORS 198.835.³ The BOCC will proceed under ORS 198.835 to ORS 198.845, which contemplate the same hearing process as the process for formation under ORS 198.800 to 198.825. This includes the opportunity for those in the affected area to petition for an election. Under ORS 198.845, the county must bear the cost of an attempted formation (here, annexation under ORS 198.850 rather than formation), but if the district is annexed, the district must reimburse the county for the expenses the county incurred for engineering studies or surveys.

D. Annexation due to a public health emergency.

If the Director of the OHA files a set of findings with the BOCC pursuant to ORS 431.705 to 431.760 (Health Hazard Annexations or District Formation), the findings will be considered an annexation petition for purposes of ORS 198.705 to 198.955. ORS 198.792(2). The BOCC must conduct the proceedings according to the OHA findings and the provisions of ORS 198.705 to 198.955.

Under ORS 431.705(4), a danger to public health is defined as “a condition which is conducive to the propagation of communicable or contagious disease-producing organisms and which presents a reasonably clear possibility that the public generally is being exposed to disease-caused physical suffering or illness.” ORS 431.705(4)(b) notes that one specific condition could include “inadequate installations for the disposal or treatment of sewage.”

Under ORS 431.715, a county court or a local public health authority that has jurisdiction over the territory where the public health condition exists must adopt a resolution requesting OHA to initiate

³ ORS 198.835 specifically contemplates a *formation* resolution, but we presume ORS 198.850(3) authorizes the use of the form prescribed in ORS 198.835 to apply to an annexation resolution.

Memo to TSAG
October 25, 2022
Page 5

proceedings for annexation to an existing district without vote or consent of the affected territory. If OHA finds a danger to public health exists, it will initiate proceedings for an annexation under ORS 198.792. Once it receives this petition, the BOCC will determine whether the affected territory should be annexed, and it may not adjust the boundaries. ORS 198.792(3). ORS 198.805-198.815, including the statutes pertaining to a request for an election, do not apply to a proceeding under this statutory process. ORS 198.792(3).

As a final note, ORS 198.747 provides that an annexation contemplated by any statutory pathway in ORS 198.747 cannot become effective during the 90 days before a primary and general election until the day after the election or between the deadline for filing notice of an election for annexation and the day after the election.

IV. CONTIGUOUS AND NON-CONTIGUOUS LAND

ORS 198.720(1) provides that district may consist of contiguous *or* noncontiguous territory. ORS 450 (the principal Act for sanitary districts) does not contain a provision that contradicts this provision. As such, it appears that a sanitary district organized under ORS Chapter 450 has the statutory authority to annex contiguous or noncontiguous territory in the absence of more specific guidance in the principal Act.

However, ORS 198.720(1) does not provide the unlimited authority to annex non-contiguous parcels. The annexation of any parcel, contiguous or non-contiguous, is limited by the *reasonableness* of the annexation when ORS 198.720(1) is read together with ORS 198.720(3).

ORS 198.720(3) states that territory may only be annexed to the extent it is “in reason be served by the facilities or services of the district.” Unfortunately, neither the statute nor case law provides additional guidance as to how a district can assess what “reasonable” means. From a practical perspective, if the Terrebonne Sanitary District proposes to annex noncontiguous property, it will need to be prepared to clearly demonstrate why and how that service is “reasonable” given the District’s facilities and scope of service. Should this question continue to arise, we recommend contacting the Small Districts Association of Oregon to identify whether any member districts have addressed the question of reasonableness put forward by ORS 198.720(3) and, if so, how the question was resolved.

Deschutes County

REQUIREMENTS FOR PETITION TO ANNEX PROPERTY INTO SPECIAL DISTRICT

NOTE: Prior to submitting the petition to Deschutes County, Petitioner(s) must obtain approval and signature of the proposed petition from the District.

Please check the Petition, Signature Page and Security Deposit form to ensure the following information is completed:

A. Petition and Signature Page:

Complete all sections of the petition. Petitioner and District both must sign and date the petition. If land is within a city limits, approval and signature is required from the city.

NOTE ON SIGNATURE PAGE:

Attach signature pages with appropriate signatures (landowners or voters) either: (a) 15 percent of the electors or 100 electors, whichever is the lesser, registered in the area proposed to be annexed; or (b) 15 owners of land or the owners of 10 percent of the acreage, whichever is the greater number of signers, within the area proposed to be annexed. If single property being annexed only owner(s) signature(s) needed.

If the person signing is a landowner, check "yes" and enter number of acres owned (column to the right) [to avoid an election, you must have signatures of all landowners, including spouses] OR

If the person signing is a voter, check "yes" (column to the right).

Date of last signature must have been secured within six months of date first signature was affixed.

B. Security Deposit form:

Complete each section and attach check for \$100. (refundable if annexation approved).

C. Legal Description (sample included in packet)

- (1) It is advisable to work with an attorney, engineer or professional surveyor to ensure the legal description is acceptable and accurate.
- (2) Mark the legal description as "Exhibit A."
- (3) If annexing more than one property under the same Petition, the legal description must coincide with the **outer boundaries** of the entire portion being annexed and coincide with the map (this type of legal description generally requires a professional surveyor).
- (4) **Do not** include separate legal descriptions for each property if more than one is included in one petition.
- (5) If annexing more than one property, it is an option to file a separate Petition for each property.

D. Map (See Sample Map included in packet)

- (1) Attach map depicting the territory proposed to be annexed and the closest current boundary line of the appropriate special district [see attached sample map]. It is advisable to have the map prepared by an engineer or professional surveyor to ensure the map is acceptable and accurate.
- (2) Map must be **Assessor's map**; to scale; with all Assessor markings legible, and the related survey map. See sample.
- (3) Denote closest current district boundary with dark line.
- (4) Denote proposed territory with hash marks, shading or something similar to designate territory.
- (5) Include a legend describing the purpose of the markings.
- (6) Mark each page of the map as "Exhibit B Page X of Y." E.g. "Exhibit B Page 1 of 3."

Check all blank lines and boxes for completion before submitting the Petition.

PLEASE RETURN COMPLETED FORMS AND DEPOSIT TO DESCHUTES COUNTY LEGAL COUNSEL, 1300 NW WALL STREET, STE. 205, BEND, OR 97703 or email tlegal.counsel@deschutes.org. Call 541-388-6622 with questions.

PETITION TO ANNEX PROPERTY INTO

(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

- 1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on (date) and Petitioners request the Board commence proceedings to annex the territory described herein into (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of (name of district) approved the petition pursuant to ORS 198.850 on (insert date).
4. The principal act for (name of district) is ORS (Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the day of, 20.
6. The property street address(es) of land for annexation (if known) is/are and the total acreage is. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this day of , 20 by , Chief Petitioner(s).

Signature

Address, City, State, ZIP

DATED this day of ,20

DATED this day of ,20

Approved by the Board of

(if applicable) Approved by City of

Name of District

District Signature

City Signature

By: (Print Name)

By: (Print Name)

Title:

Title:

NAME OF DISTRICT: _____ Withdrawal Annexation

PRINT NAME		DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
2	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
3	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, _____, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: _____

County of _____ State of _____
 SUBSCRIBED AND SWORN before me this _____ day of _____, 20____
 Notary Public for Oregon _____ My Commission Expires: _____
 Signature _____ (affix notary stamp)

Security Deposit

Special District Formation or Reorganization

11/02/2022 Item #6.

rev 01/18
ORS 198.775

Formation

Annexation

Withdrawal

Dissolution

District and Precinct Information

Name of District

Number of Precincts in District

Amount of Deposit per Precinct

Total Deposit (max of \$10,000)

Chief Petitioners

I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of

_____ district exceeds the

deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Continued on the reverse side of this form

Person/Organizations Providing Any Part of Cash/Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Additional Description

*Provide additional description of security deposit below, on the back of this form or on separate sheets. Additional contributors may be listed on separate sheets and attached.

EXHIBIT A

The Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the northerly 30.00 feet of said SW1/4 NW1/4.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

SAMPLE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

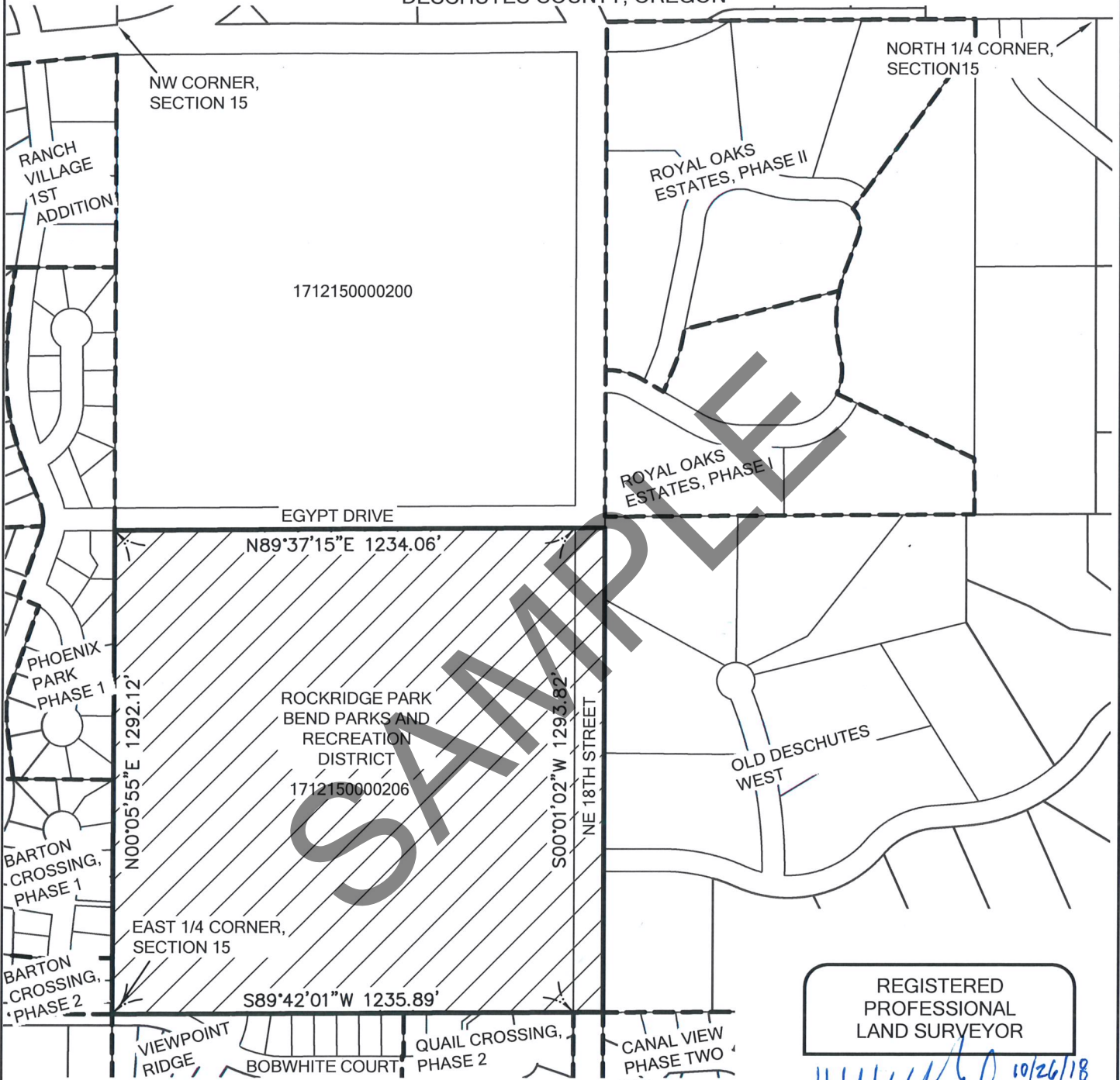
Patrick Gage Cole 10/13/18

OREGON
JULY 10, 2007
PATRICK GAGE COLE
79157

EXPIRES: 12/31/19

EXHIBIT "B"

LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 15,
TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M.,
DESCHUTES COUNTY, OREGON



SAMPLE

LEGEND

- ANNEXATION EXPANSION BOUNDARY
- APPROXIMATE TAX LOT LINE
- SUBDIVISION BOUNDARY
- AREA TO BE ANNEXED



NORTH

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Patrick Gage Cole 10/26/18

OREGON
JULY 10, 2007
PATRICK GAGE COLE
79157

EXPIRES: 12/31/19

S:\Land Projects\180808-BPRD Rockridge Restroom\dwg\180808-ANNEX.dwg Oct 26, 2018



ANNEXATION EXHIBIT		SHEET 1/1
ROCKRIDGE PARK		
SCALE: 1" = 400'	DRAWN BY: AQR	DATE: 10/26/2018

10/20/2022

- Throughout this process, the public has been informed and listened to through postcards, online surveys, open houses, press releases, and monthly Terrebonne Sewer Advisory Group (TSAG) meetings (open to anyone interested).
 - After a lengthy public involvement process was conducted, the TSAG committee recommended a three-phase approach to sewerage Terrebonne. System phasing is very common for public infrastructure.
 - **The phased approach does the following:**
 - Starts District and sewer system in area of greatest need, voluntary connections, and ability to pay SDC/Hook-up fees/Monthly rates.
 - Expressed written interest in being included in Phase A and connecting to future sewer system.
 - The district is financially dependent upon a high percentage of Phase A property owners agreeing to hook-up as soon as sewer is made available to them.
 - Establishes a central sewer system “backbone” that can be expanded to other areas.
 - To secure funding for a wastewater system, a Sanitary District must be formed first.
 - The TSAG submitted a petition to establish a Sanitary District.
 - On October 5, 2022, Deschutes County Commissioners approved the proposed Terrebonne Sanitary District boundary.
 - The initial District Boundary can later be expanded to properties that want to be included.
 - On November 2, 2022, County Commissioners will say yes or no to formation of the Terrebonne Sanitary District.
 - Once the District is formed, the Board members can then explore sewer system funding options at no cost to Terrebonne residents or property owners.
 - Formation of the Sanitary District does not guarantee that a sewer system will happen in Terrebonne.
 - Connection costs, monthly rates, and other financial impacts can be confirmed after financing options are explored by the Sanitary District.
 - At this time, the formation of the Terrebonne Sanitary District poses no financial impacts to Terrebonne residents.
-

For more Information, please contact Linda Swearingen at 541-350-6012.

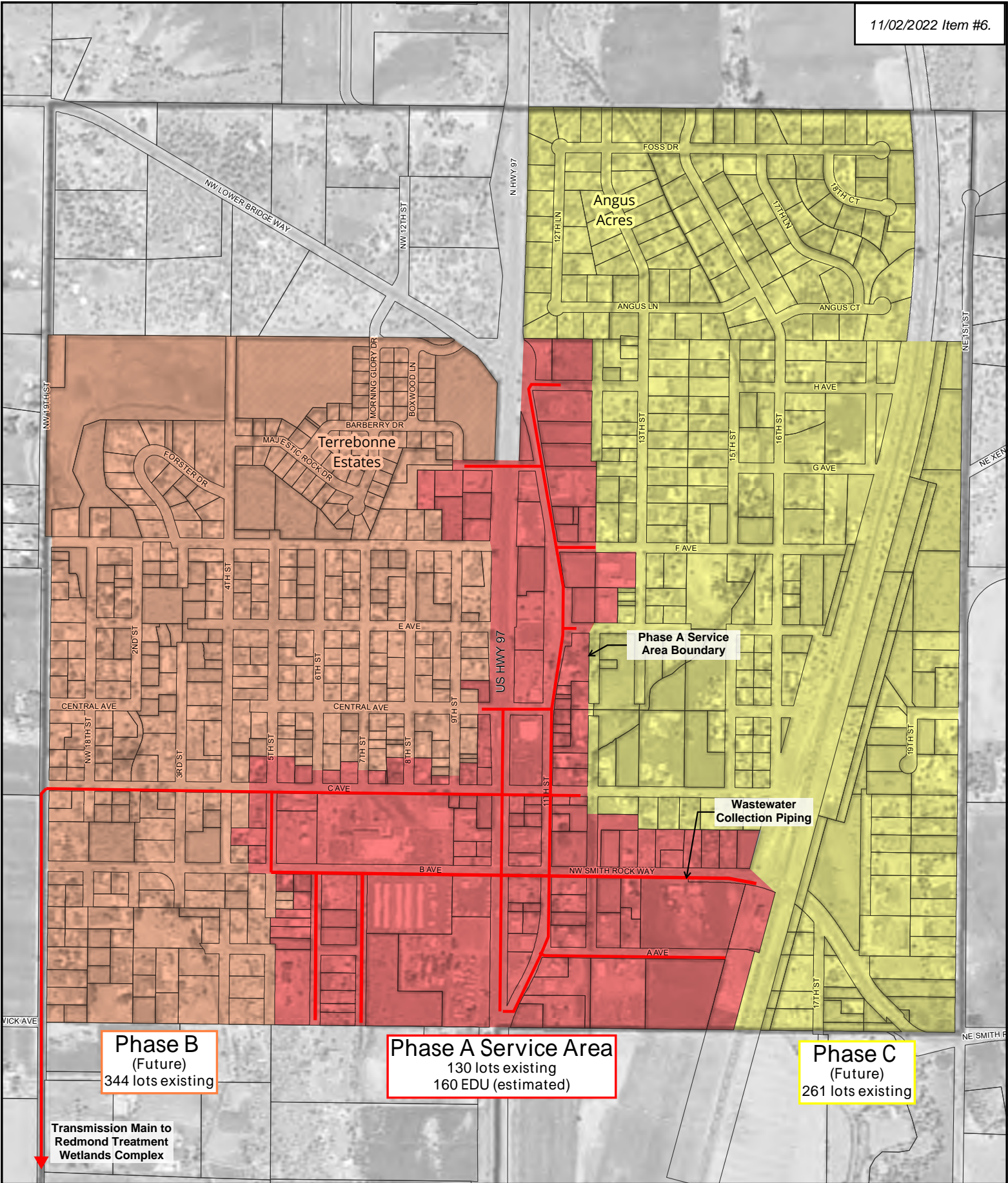
TSAG Member Contacts:

Tim Brown: trbrown541@msn.com 541-848-1239

Kristin Yurdin: kristinyurdin@icloud.com 541-815-4900

Guy Vernon: guyvernon@me.com 541-948-1508

Parker Vernon: parkerevernon@gmail.com 541-815-4136





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 2, 2022

SUBJECT: Public Hearing and Consideration of Board signature of Order No. 2022-049 and Order No. 2022-050 approving the Millennium Trust and Lebeda annexations to Bend Park & Recreation District

RECOMMENDED MOTION:

Move approval of Board signatures on Order Nos. 2022-049 & 2022-050 to approve the Millennium Trust and Lebeda annexations to the Bend Park & Recreation District.

BACKGROUND AND POLICY IMPLICATIONS:

Will Lebeda and Millennium Trust Company through Kevin Vergho filed separate petitions to annex property into the Bend Park & Recreation District. The District approved the petitions, and the Assessor's Office and/or County Clerk certified the petitions. Community Development reviewed the petitions for consistency with the County's comprehensive plan and coordinated with the City of Bend as the properties are in Bend's Urban Growth Boundary.

BUDGET IMPACTS:

None

ATTENDANCE:

David Doyle, Legal

REVIEWED
nam
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Millennium Trust Co. *
annexation into Bend Park & Recreation * ORDER NO. 2022-049
District *

WHEREAS, Millennium Trust Co. (“Petitioner”) through its representative Kevin Vergho submitted a petition requesting annexation of the property, identified in Exhibit A in the petition attached to this Order, into Bend Park & Recreation District (“District”); and

WHEREAS, either the Deschutes County Clerk’s Office and/or Assessor’s Office verified that the petition was signed by a registered voter or a landowner, respectively, for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on November 2, 2022, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor’s Office and County Clerk’s Office, and the District.

Section 3. The purpose of this District is to provide park and recreation services.

Dated this ___ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

PETITION TO ANNEX PROPERTY INTO
Bend Park and Recreation District
(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on _____ (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Bend Park and Recreation District (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Bend Park and Recreation District (name of district) approved the petition pursuant to ORS 198.850 on _____ (insert date).
4. The principal act for Bend Park and Recreation District (name of district) is ORS A park and recreation district organized under ORS chapter 266.
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the _____ day of 20__.
6. The property street address(es) of land for annexation (if known) is/are 61105 Ferguson Rd. Bend, OR 97702 and the total acreage is 36.49'. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 8 day of April, 2022 by _____ Millennium Trust Co. LLC Custodian
Don P. Horton Chief Petitioner(s).
 Millennium Trust Co., LLC
 2001 Spring Road Ste. 700
 Signature Address, City, State, ZIP Oak Brook, IL 60523

DATED this 25 day of April, 2022 DATED this ___ day of _____, 20__

Approved by the Board of Bend Park & Recreation District (if applicable) Approved by City of _____
 Name of District
Don P. Horton
 District Signature City Signature
 By: Don P. Horton By: _____
 (Print Name) (Print Name)
 Title: Executive Director Title: _____

Security Deposit

Special District Formation or Reorganization

SEL 704

rev 01/18
ORS 198.775

Formation

Annexation

Withdrawal

Dissolution

District and Precinct Information

Name of District

Bend Park and Recreation District

Number of Precincts in District

Amount of Deposit per Precinct

Total Deposit (max of \$10,000)

Chief Petitioners

I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of

Bend Park and Recreation

district exceeds the

deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print

KEVIN VERGATO

Signature

Residence

20977 fairwoods ct

Mailing Address if different

Same

City

Cupertino

State

CA

Zip Code

95014

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

N/A

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Millennium Trust Co. LLC Custodian
Agata Klejzik, Team Lead - Real Estate
Millennium Trust Company LLC

Signature

Residence

Millennium Trust Co., LLC
2001 Spring Road Ste. 700
Oak Brook, IL 60523

Mailing Address if different

Millennium Trust Co., LLC
2001 Spring Road Ste. 700
Oak Brook, IL 60523

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Continued on the reverse side of this form

NAME OF DISTRICT: Bend Park and Recreation District

Withdraw

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWN IN THE PROPOSED TERRITOR REGISTER VOTER IN THE PROP TERRITOR
1	<p><u>Jeff D. Reed</u> Print Name</p> <p><u>[Signature]</u> Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Landowner Yes _____ No _____ Acreage _____ Registered Yes _____ No _____ Pre _____</p>
2	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Landowner Yes _____ No _____ Acreage _____ Registered Yes _____ No _____ Pre _____</p>
3	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Landowner Yes _____ No _____ Acreage _____ Registered Yes _____ No _____ Pre _____</p>
4	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Landowner Yes _____ No _____ Acreage _____ Registered Yes _____ No _____ Pre _____</p>
5	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Landowner Yes _____ No _____ Acreage _____ Registered Yes _____ No _____ Pre _____</p>

NAME OF DISTRICT: Bend Park and Recreation District

Withd


	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LAN IN T PRO TER REG VOT THE TER
1	<p><u>KEVIN VERGHE</u> Print Name</p> <p> Signature</p>	<p><u>4/14/22</u> Date</p>	<p><u>61105 Ferguson Rd Bend, OR</u> PROPERTY ADDRESS</p> <p><u>20977 Fairwoods Ct Capetown CA</u> RESIDENCE ADDRESS (If Different)</p>	<p>Lant Yes No Acre Regi Yes No Pre</p>
2	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Lant Yes No Acre Regi Yes No Pre</p>
3	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Lant Yes No Acre Regi Yes No Pre</p>
4	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Lant Yes No Acre Regi Yes No Pre</p>
5	<p>_____ Print Name</p> <p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ PROPERTY ADDRESS</p> <p>_____ RESIDENCE ADDRESS (If Different)</p>	<p>Lant Yes No Acre Regi Yes No Pre</p>

EXHIBIT A
CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

11/02/2022 Item #7.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Cruz)

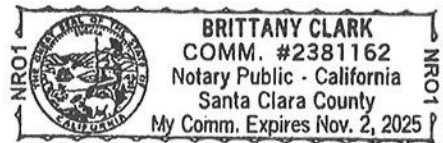
On 4/14/2022 before me, Brittany Clark, Notary Public
(here insert name and title of the officer)

personally appeared Kevin Verghe

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brittany Clark

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bend park and recreation district annexation containing 3 pages, and dated 4/14/2022.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

EXHIBIT A
CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

11/02/2022 Item #7.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Cruz)

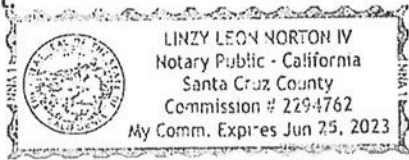
On 04/13/2022 before me, Linzy Leon Norton IV, Notary Public
(here insert name and title of the officer)

personally appeared Kevin Vergho

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Security Deposit Annexation Form containing pages, and dated 04/13/2022.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s)

Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification
Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)
Notarial event is detailed in notary journal on:
Page # _____ Entry # _____
Notary contact: _____
Other
 Additional Signer(s) Signer(s) Thumbprint(s)

EXHIBIT A

11/02/2022 Item #7.



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(541) 797-0954 - www.sflands.com

2021-301-06
JULY 18, 2022
ANH

EXHIBIT A
TAX LOTS 18121500-00100 AND 00300
CITY OF BEND LAND USE BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3-1/4 INCH BRASS CAP IN MONUMENT BOX MARKING THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 45°37'41" WEST, 42.57 FEET TO THE POINT OF BEGINNING, SAID POINT LIES AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FERGUSON ROAD (HAVING A 30.00 FOOT HALF-WIDE WHEN MEASURED AT RIGHT ANGLES TO ITS CENTERLINE) AND THE WEST RIGHT-OF-WAY LINE OF DIAMOND BACK LANE (HAVING A 30.00 FOOT HALF-WIDE WHEN MEASURED AT RIGHT ANGLES TO ITS CENTERLINE); THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°48'58" WEST, 1293.08 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SAID SECTION 15; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, ALONG SAID SOUTH LINE OF THE NE1/4 NE1/4, NORTH 89°49'08" WEST, 1282.18 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAGNOLIA LANE (HAVING A 30.00 FOOT HALF-WIDE WHEN MEASURED AT RIGHT ANGLES TO ITS CENTERLINE); THENCE LEAVING SAID SOUTH LINE OF THE NE1/4 NE1/4, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°41'46" EAST, 1298.86 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF FERGUSON ROAD; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°33'36" EAST, 1284.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS

RENEWS: 6/30/2023

EXHIBIT A

11/02/2022 Item #7.



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(541) 797-0954 - www.sflands.com

2021-301-06
APRIL 5, 2022
ANH

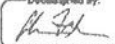
EXHIBIT A MILLENNIUM TRUST COMPANY, LLC – TAX LOT 1812150000100 BEND PARK & RECREATION DISTRICT PETITION TO ANNEX PROPERTY

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON;

EXCEPTING THEREFROM THE NORTH 250.00 FEET OF THE WEST 348.48 FEET AND THE EAST 30.00 FEET THEREOF ANY PORTION LYING WITHIN THE BOUNDARIES OF FERGUSON ROAD.

SUBJECT TO: EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

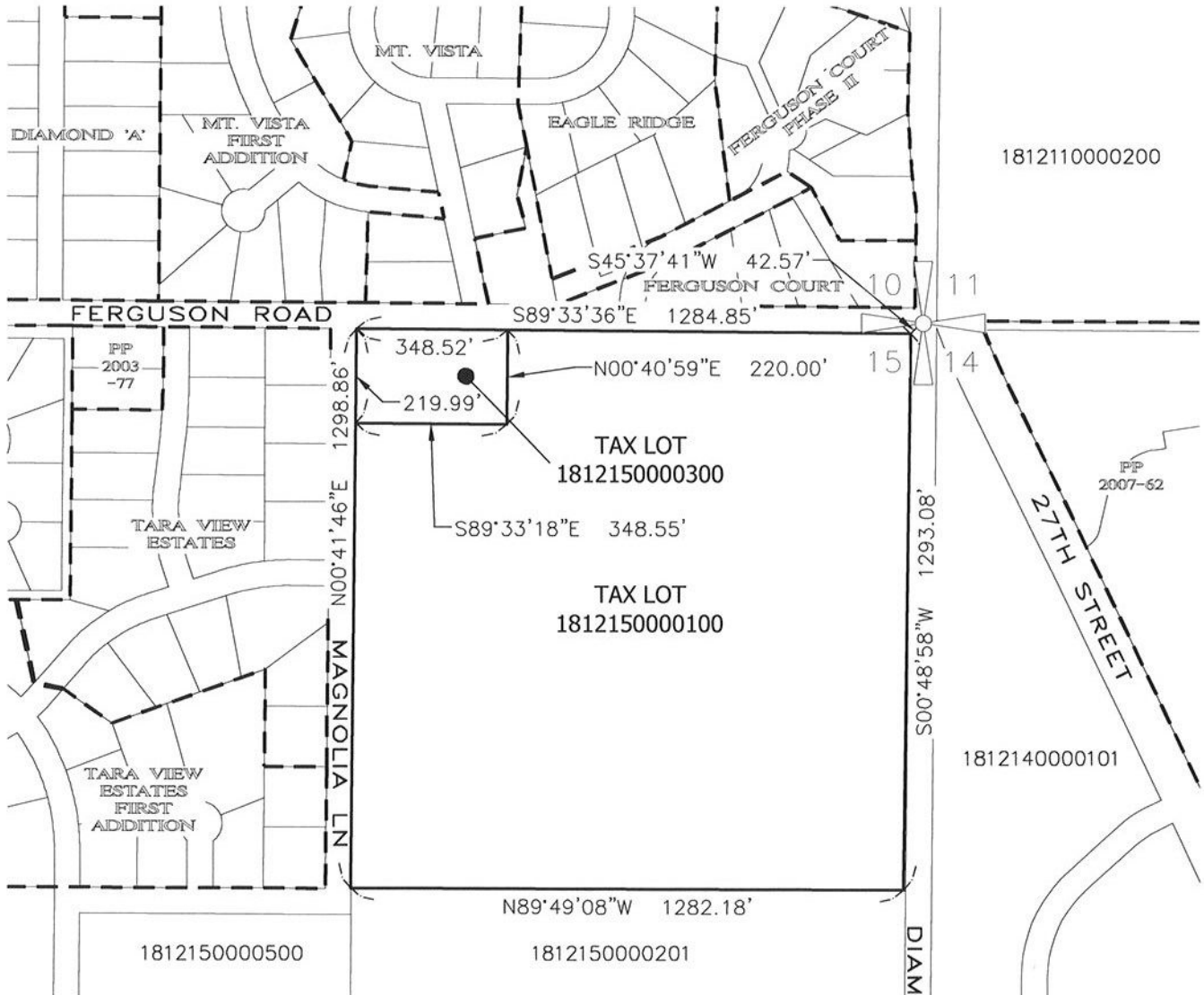
Delegated by:


OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS




RENEWS: 6/30/2023

EXHIBIT A EXHIBIT "B" BOUNDARY EXHIBIT

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4)
OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST, W.M.,
DESCHUTES COUNTY, OREGON



LEGEND:

-  SUBJECT PROPERTY BOUNDARY
-  APPROXIMATE TAX LOT LINE
-  SUBDIVISION/PARTITION BOUNDARY

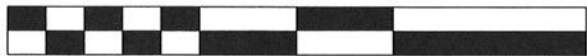
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew N. Huston
OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS

RENEWS: 6/30/2023



400' 0 200' 400' 800'



SCALE: 1" = 400'

S&F Land Services

Date: 07/18/2022
Proj No: 21-301-06

901 NW CARLON AVENUE,
STE 3, BEND, OR 97703
(541) 797-0954





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info@sflands.com

EXHIBIT A EXHIBIT "B" ANNEXATION EXHIBIT

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4)
OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST, W.M.,
DESCHUTES COUNTY, OREGON



LEGEND:

-  ANNEXATION EXPANSION BOUNDARY
-  AREA TO BE ANNEXED
-  APPROXIMATE TAX LOT LINE
-  SUBDIVISION/PARTITION BOUNDARY



400' 0 200' 400' 800'



SCALE: 1" = 400'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Decaligned by:

1000CAL-SCAN/010

OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS

RENEWS: 6/30/2023



Date: 04/05/2022
Proj No: 21-301-06

901 NW CARLON AVENUE,
STE 3, BEND, OR 97703
(541) 797-0954

www.sflands.com
Info@sflands.com



County Clerk

**Petition for Annexation to
Bend Park and Recreation District
(61105 Ferguson Rd, Bend
Taxlot 1812150000100)**

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

Dated this 11th day of October, 2022.

Steve Dennison
Deschutes County Clerk



**DESCHUTES COUNTY ASSESSOR'S OFFICE
CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | **Fax:** (541) 382-1692

Website: <https://www.deschutes.org/assessor>

Property Info: <https://dial.deschutes.org/>

October 7, 2021

Steve Dennison

Deschutes County Clerk

Re: Petition for Bend Park & Recreation District (Millennium Trust & Vergho Family Trust)

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

Gregg Rossi



Gregg Rossi | Chief Cartographer

Deschutes County Assessor's Office, Cartography Dept.

1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692



COMMUNITY DEVELOPMENT

TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager

DATE: October 5, 2022

SUBJECT: Land Use Compatibility, 61105 Ferguson Road, Bend - Bend Park & Recreation District

The materials contained in the petition propose to annex lands to the Bend Park & Recreation District. I have coordinated with the City of Bend and confirmed that there are no planning or zoning obstacles to the proposed annexation in County or City regulations. The City of Bend commented, in relevant part regarding this (and a similarly situated) property:

Regarding the two properties, they are in the Bend UGB now, and have Comprehensive Plan designations approved through the Southeast Area Plan. The property owners have been working with CEDD on forthcoming master plan and site plan applications for residential development. The current UA Zoning is in effect until their applications for annexation to the City and their land use applications (e.g. master plan) are approved.

REVIEWED
nam
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Will Lebeda annexation into *
Bend Park & Recreation District * ORDER NO. 2022-050
*

WHEREAS, Will Lebeda (“Petitioner”) submitted a petition requesting annexation of the property, identified in Exhibit A in the petition attached to this Order, into Bend Park & Recreation District (“District”); and

WHEREAS, either the Deschutes County Clerk’s Office and/or Assessor’s Office verified that the petition was signed by a registered voter or a landowner, respectively, for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on November 2, 2022, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor’s Office and County Clerk’s Office, and the District.

Section 3. The purpose of this District is to provide park & recreation services.

Dated this ___ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

EXHIBIT A

PETITION TO ANNEX PROPERTY INTO
Bend Park and Recreation District
(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 4/12/22 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Bend Park and Recreation District (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Bend Park and Recreation District (name of district) approved the petition pursuant to ORS 198.850 on 4/7 (insert date).
4. The principal act for Bend Park and Recreation District (name of district) is ORS A park and recreation district organized under ORS chapter 266.
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the _____ day of, 20__.
6. The property street address(es) of land for annexation (if known) is/are 61190 Magnolia Ln, Bend, OR 97702 and the total acreage is 1.76. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 12 day of April, 2022 by Will Lebeda, Chief Petitioner(s).

Will Lebeda Signature PO Box 7772 Bend, OR Address, City, State, ZIP

DATED this 25 day of April, 2022

DATED this ___ day of _____, 20__

Approved by the Board of Bend Park & Recreation District
Name of District
Don P. Horton
District Signature
By: Don P. Horton
(Print Name)
Title: Executive Director

(if applicable) Approved by City of _____
City Signature
By: _____
(Print Name)
Title: _____

**Security Deposit
Special District Formation or Reorganization**

SEL 704

rev 01/18
ORS 198.775

Formation Annexation Withdrawal Dissolution

District and Precinct Information		
Name of District <i>Bend Park and Recreation District</i>		
Number of Precincts in District	Amount of Deposit per Precinct	Total Deposit (max of \$10,000)

Chief Petitioners					
I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of <i>Bend Park and Recreation</i> district exceeds the deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)					
Name print <i>* Bryan Harrison, Member (Harrison Res. Holdings)</i>			Signature <i>[Signature]</i>		
Residence <i>21075 Scottsdale Dr</i>			Mailing Address if different		
City <i>Bend</i>	State <i>OR</i>	Zip Code <i>97701</i>	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print <i>* Willie Lebeda</i>			Signature <i>Willie Lebeda</i>		
Residence <i>2110 Imperial Ave</i>			Mailing Address if different <i>PO Box 7772</i>		
City <i>Bend</i>	State <i>OR</i>	Zip Code <i>97703</i>	City <i>Bend</i>	State <i>OR</i>	Zip Code <i>97708</i>
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Continued on the reverse side of this form

EXHIBIT A

NAME OF DISTRICT: Bend Park and Recreation District

Withdraw

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDON IN THE PROPOS TERRIT REGISTE REGISTER VOTER I THE PRC TERRITC
1	Harrison Res Holdings Jennifer Harrison Print Name Signature	4/18/22 Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landown Yes <input checked="" type="checkbox"/> No _____ Acreage Registered Yes <input checked="" type="checkbox"/> No _____ Pre _____
2	Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landown Yes _____ No _____ Acreage Registered Yes _____ No _____ Pre _____
3	Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landown Yes _____ No _____ Acreage Registered Yes _____ No _____ Pre _____
4	Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landown Yes _____ No _____ Acreage Registered Yes _____ No _____ Pre _____
5	Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landown Yes _____ No _____ Acreage Registered Yes _____ No _____ Pre _____

NAME OF DISTRICT: Berd Park and Recreation District

Withdrawal

EXHIBIT A

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWN IN THE PROPOSEI TERRITOF REGISTER VOTER IN THE PROF TERRITOI
1	<u>Willie Lebeda</u> Print Name <u>Willie Lebeda</u> Signature	<u>4/20</u> Date	<u>2110 Imperial Ave</u> PROPERTY ADDRESS <u>6190 Magnolia</u> RESIDENCE ADDRESS (If Different)	Landowne Yes ___ No ___ Acreage ___ Registere Yes ___ No ___ Pre ___
2	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landown Yes ___ No ___ Acreage ___ Registere Yes ___ No ___ Pre ___
3	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landown Yes ___ No ___ Acreage ___ Registere Yes ___ No ___ Pre ___
4	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landow Yes ___ No ___ Acreage ___ Register Yes ___ No ___ Pre ___
5	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landow Yes ___ No ___ Acreage ___ Registe Yes ___ No ___ Pre ___

EXHIBIT A

11/02/2022 Item #7.



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(541) 797-0954 - www.sflands.com

2021-301-06
JULY 18, 2022
ANH

EXHIBIT A
TAX LOTS 18121500-00100 AND 00300
CITY OF BEND LAND USE BOUNDARY DESCRIPTION

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COMMENCING AT A FOUND 3-1/4 INCH BRASS CAP IN MONUMENT BOX MARKING THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 45°37'41" WEST, 42.57 FEET TO THE POINT OF BEGINNING, SAID POINT LIES AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FERGUSON ROAD (HAVING A 30.00 FOOT HALF-WIDE WHEN MEASURED AT RIGHT ANGLES TO ITS CENTERLINE) AND THE WEST RIGHT-OF-WAY LINE OF DIAMOND BACK LANE (HAVING A 30.00 FOOT HALF-WIDE WHEN MEASURED AT RIGHT ANGLES TO ITS CENTERLINE); THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°48'58" WEST, 1293.08 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SAID SECTION 15; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, ALONG SAID SOUTH LINE OF THE NE1/4 NE1/4, NORTH 89°49'08" WEST, 1282.18 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MAGNOLIA LANE (HAVING A 30.00 FOOT HALF-WIDE WHEN MEASURED AT RIGHT ANGLES TO ITS CENTERLINE); THENCE LEAVING SAID SOUTH LINE OF THE NE1/4 NE1/4, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°41'46" EAST, 1298.86 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF FERGUSON ROAD; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°33'36" EAST, 1284.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS

RENEWS: 6/30/2023



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(541) 797-0954 - www.sflands.com

EXHIBIT A

2021-30-00
APRIL 5, 2022
ANH

EXHIBIT A HARRISON RESIDENTIAL HOLDINGS, LLC – TAX LOT 1812150000300 BEND PARK & RECREATION DISTRICT PETITION TO ANNEX PROPERTY

THE NORTH TWO HUNDRED FIFTY (250.00) FEET OF THE WEST 348.48 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST, OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE PUBLIC IN DOCUMENT RECORDED MAY 20, 1993, IN BOOK 299, PAGE 1595, DESCHUTES COUNTY RECORDS.

SUBJECT TO: EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

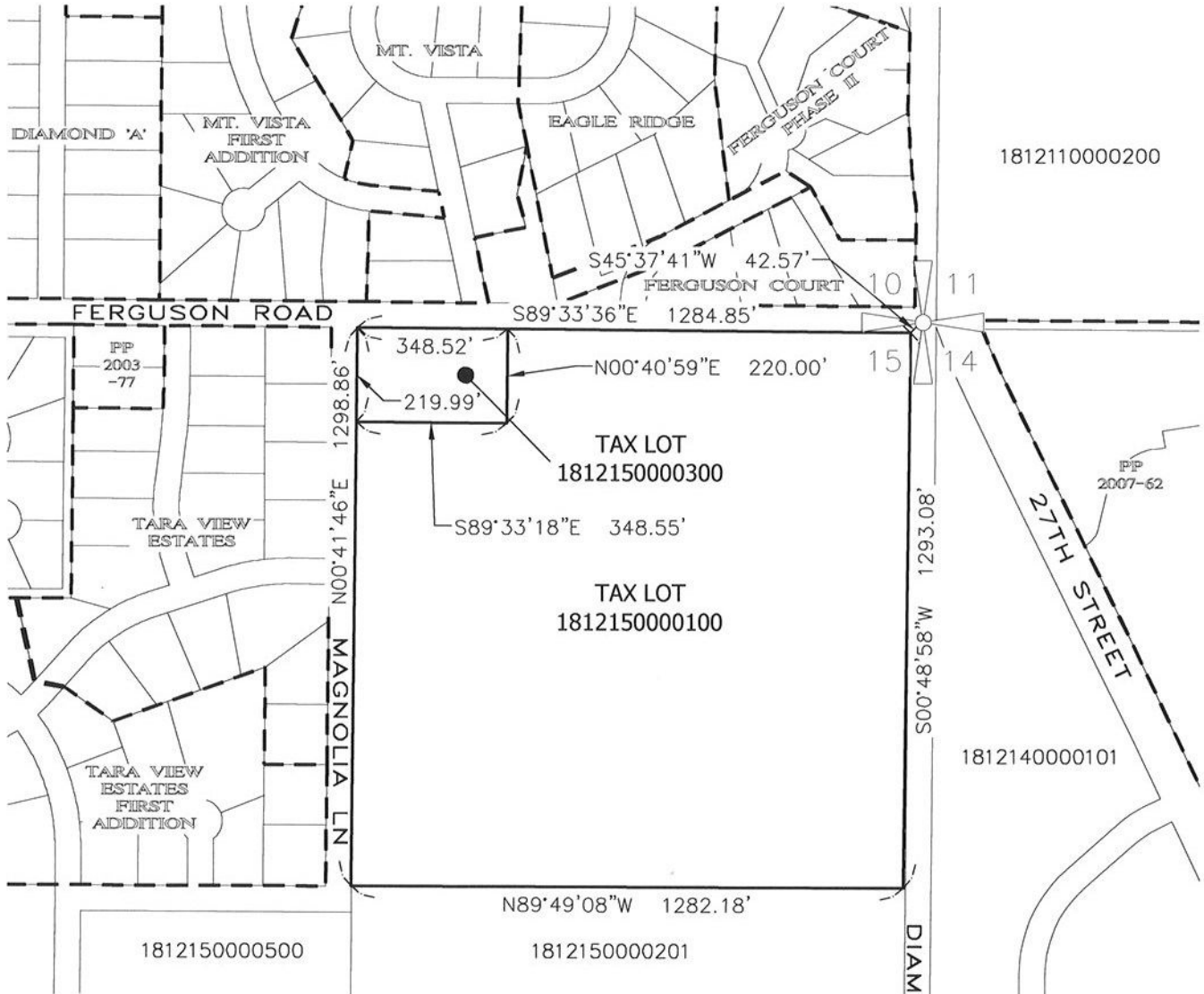
DocuSigned by:
Andrew N. Huston

OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS

RENEWS: 6/30/2023

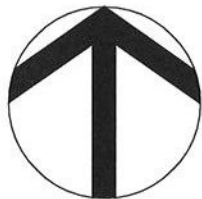
EXHIBIT A EXHIBIT "B" BOUNDARY EXHIBIT

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4)
OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST, W.M.,
DESCHUTES COUNTY, OREGON

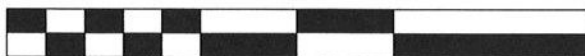


LEGEND:

- SUBJECT PROPERTY BOUNDARY
- APPROXIMATE TAX LOT LINE
- SUBDIVISION/PARTITION BOUNDARY



400' 0 200' 400' 800'



SCALE: 1" = 400'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew N. Huston
 OREGON
 JANUARY 21, 2009
 ANDREW N. HUSTON
 61407PLS

RENEWS: 6/30/2023

S&F Land Services

Date: 07/18/2022
Proj No: 21-301-06

901 NW CARLON AVENUE,
STE 3, BEND, OR 97703
(541) 797-0954





www.sflands.com
info@sflands.com

EXHIBIT A EXHIBIT "B" ANNEXATION EXHIBIT

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4)
OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST, W.M.,
DESCHUTES COUNTY, OREGON



LEGEND:

-  ANNEXATION EXPANSION BOUNDARY
-  AREA TO BE ANNEXED
-  APPROXIMATE TAX LOT LINE
-  SUBDIVISION/PARTITION BOUNDARY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

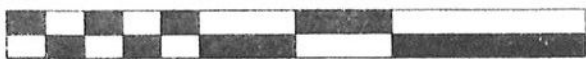
DocuSigned by:
Andrew N. Huston

OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS

RENEWS: 6/30/2023

S&F Land Services

400' 0 200' 400' 800'



SCALE: 1" = 400'

Date: 04/05/2022
Proj No: 21-301-06

901 NW CARLON AVENUE,
STE 3, BEND, OR 97703
(541) 797-0954

www.sflands.com
info@sflands.com



County Clerk

**Petition for Annexation to
Bend Park and Recreation District
(61190 Magnolia Ln, Bend,
Taxlot 1812150000300)**

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

Dated this 11th day of October, 2022.

Steve Dennison
Deschutes County Clerk



**DESCHUTES COUNTY ASSESSOR'S OFFICE
CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | **Fax:** (541) 382-1692

Website: <https://www.deschutes.org/assessor>

Property Info: <https://dial.deschutes.org/>

October 7, 2021

Steve Dennison

Deschutes County Clerk

Re: **Petition for Bend Park & Recreation District** (Harrison Residential Holdings LLC & Willie Lebeda Trust)

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

Gregg Rossi



Gregg Rossi | Chief Cartographer

Deschutes County Assessor's Office, Cartography Dept.

1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692

COMMUNITY DEVELOPMENT

TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager

DATE: October 5, 2022

SUBJECT: Land Use Compatibility, 61190 Magnolia Lane, Bend - Bend Park & Recreation District

The materials contained in the petition propose to annex lands to the Bend Park & Recreation District. I have coordinated with the City of Bend and confirmed that there are no planning or zoning obstacles to the proposed annexation in County or City regulations. The City of Bend commented, in relevant part regarding this (and a similarly situated) property:

Regarding the two properties, they are in the Bend UGB now, and have Comprehensive Plan designations approved through the Southeast Area Plan. The property owners have been working with CEDD on forthcoming master plan and site plan applications for residential development. The current UA Zoning is in effect until their applications for annexation to the City and their land use applications (e.g. master plan) are approved.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 2, 2022

SUBJECT: Consideration of American Rescue Plan Act Funding Proposal: Friends of the Children

BACKGROUND AND POLICY IMPLICATIONS:

In FY21, Deschutes County was awarded \$38.4 million in American Rescue Plan Act (ARPA) funds through the Federal Government. There is approximately \$440,000 in remaining ARPA funds. At the November 2 meeting, the Board will consider a funding proposal from Friends of the Children requesting \$100,000. The proposal is attached to this memo.

ATTENDANCE:

Laura Skundrick, Management Analyst

FR1ENDS of the CH1LDREN

Central Oregon

August 8, 2023

Dear Deschutes County Administrators and Board of Commissioners:

Friends of the Children Central Oregon respectfully requests \$100,000 in funding from Deschutes County's American Rescue Plan Act (ARPA) Funds, under the Equity-Focused Services funding area, to support the expansion of our 1:1 mentorship program to La Pine, Oregon. The requested funds would enable our organization to work with La Pine youth facing the greatest obstacles, confronting systematic disparities and promoting healthy environments for these children and their families.

Friends of the Children Central Oregon was founded in 2017, joining the now 25-site national network that impacts generational change by providing youth who are facing the greatest obstacles with long-term relationships with professional mentors – 12+ years, no matter what. Using a rigorous, research-informed child selection process, we intentionally enroll children from low-income households who are facing systemic obstacles and who have experienced multiple Adverse Childhood Experiences (ACEs). Once enrolled between ages 4-6, each child is paired with a professional mentor ("Friend") who provides an intentional, stable relationship and 1:1 support for 3-4 hours per week – every week, every month, every year, for 12+ years.

The data emerging from the pandemic is clear: more children, especially children of color and those living in poverty, have fallen further behind academically and are experiencing increased behavioral and mental health challenges than prior to 2020. Rural communities, which already faced significant disparities compared to urban settings, experienced additional challenges through virtual learning such as more limited technology access and availability of caregiver support, combined with recent increases in housing expenses and skyrocketing inflation. In response, we have been working with the Bend-La Pine School District and local community leaders to prepare for service expansion to La Pine, where the need for our services is vast and local schools, partners and families have expressed a desire for our services.

The requested grant would enable the launch of this expansion by hiring two full-time professional mentors, called "Friends,". Each Friend will work closely with 8 youth, who are identified in kindergarten through our highly collaborative selection process. Friends will spend four hours of one-on-one time with each of 16 youth living in La Pine every week, integrating at least 30 minutes of academic support into their ongoing activities with each child. Friends and youth will spend time together in the classroom, at our Ranch, and out in the community. Interactions will be flexible and informal, but never random. Friends join youth in their classrooms, supporting school success and positive peer relationships; in their homes, strengthening family relationships and promoting positive identity development; and in their communities, supporting youth in discovering their talents and passions, or what we call "sparks."

We believe that any child, in any situation, can succeed, even those facing the most obstacles. Our program creates equity in education through youth empowerment and granting youth agency in their academic experience, both of which lend to improved academic and social-emotional outcomes. We appreciate your time and consideration and look forward to speaking with you in more detail about this initiative. Together, we can make generational change.

Respectfully submitted,



Rachel Cardwell
Executive Director
rcardwell@friendscentraloregon.org



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 2, 2022

SUBJECT: Department Performance Measures Updates for Q1

BACKGROUND AND POLICY IMPLICATIONS:

Three departments have been selected to provide updates on progress made during Q1 on selected performance measures that fall under the County goal of **Healthy People: Enhance and protect the health and well-being of communities and their residents.**

Objective: Healthy People – Support and advance the health and safety of Deschutes County’s residents.

Department: Health Services

Staff: Rita Bacho

Performance Measure: Reduce outbreaks and spread of disease by completing 95% of communicable disease investigative tasks within the timeframes defined by Oregon Health Authority.

Target: 95%

Q1 Update: 95.67%

Objective: Healthy People – Promote well-being through behavioral health and community support programs.

Department: Health Services

Staff: Holly McCown Harris and Amber Clegg

Performance Measure: See Behavioral health Oregon Health Plan clients within state timelines. Routine: within 1 week.

Target: 80%

Q1 Update: 90%

Objective: Healthy People – Support and advance the health and safety of Deschutes County’s residents.

Department: Facilities

Staff: Lee Randall

Performance Measure: Ensure safe access to County facilities and services through inspection, repair, and replacement of sidewalk and parking lot inventory. Inspect 80% of sidewalk and parking lot inventory annually.

Target: True

Q1 Update: In progress, inspections are underway

Objective: Healthy People – Help to sustain natural resources and air and water quality in balance with other community needs.

Department: Solid Waste

Staff: Chad Centolla and Tim Brownell

Performance Measure: Continue to meet or exceed the general industry compaction standard of 1,200 pound/cubic yard to ensure efficient use of the Knott Landfill resource.

Target: 1,200

Q1 Update: 1,367

Objective: Healthy People – Help to sustain natural resources and air and water quality in balance with other community needs.

Department: Solid Waste

Staff: Chad Centolla and Tim Brownell

Performance Measure: Work with solid waste service providers to increase the diversion rate and collect more recyclables than the average prior three year’s 55,00 annual (13,750 per quarter) tons.

Target: 13,750

Q1 Update: 16,000

BUDGET IMPACTS:

No anticipated budget impact.

ATTENDANCE:

- Jen Patterson, Strategic Initiatives Manager
- Rita Bacho, Manager, Public Health Program
- Holly McCown Harris, Program Manager, Crisis Services
- Amber Clegg, Manager, Behavioral Health
- Lee Randall, Director, Facilities
- Chad Centolla, Director, Solid Waste
- Tim Brownell, Director, Solid Waste