



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 25, 2023

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

REVISED AGENDA

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

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

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *6 to indicate you would like to speak and *9 to unmute yourself when you are called on.



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Approval of Document No. 2023-932 granting a power line easement to Central Electric Cooperative over a portion of County-owned property
2. Authorization to establish a new Money Market Sweep Account with First Interstate Bank
3. Approval of a contract with Maxim Healthcare Staffing Services for the Adult Jail's medical staffing needs
4. Approval of Board Order No. 2023-047 authorizing the advance of taxes, assessments and charges to small tax districts
5. Approval of a lease with Oregon State University for use of space at South County Services Building to operate the Supplemental Nutritional Assistance Program Education program
6. Approval of the minutes of the October 11, 2023 BOCC meeting
7. Approval of the minutes of the October 12 BOCC Joint Meeting with the Circuit Court

ACTION ITEMS

8. **9:10 AM** Public Hearing and Board Order considering the annexation of 18.26 acres at 61150 Cabin Lane to the Bend Park & Recreation District
9. **9:20 AM** Community Wildfire Defense Grant Application for Community Wildfire Protection Plan Revision

[10.](#) **9:30 AM** Notice of Intent to Award a contract for new shelter and housing units for male justice- involved individuals

11. Preparation for Public Hearing: Historic Landmarks Commission Amendments

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Approval of Document No. 2023-932 granting a power line easement to Central Electric Cooperative over a portion of County-owned property

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-932 granting a power line easement to Central Electric Cooperative over a portion of County-owned property known as Map and Tax Lot 1513000000103.

BACKGROUND AND POLICY IMPLICATIONS:

In September 2022, Deschutes County entered into a contract with Kirby Nagelhout Construction Company to complete the Negus Transfer Station Improvements Project. As part of the work to be performed, new underground electrical service and a transformer provided by Central Electric Cooperative (CEC) will be installed to service the new transfer station and backup generator.

The new electrical infrastructure requires granting a power line easement to CEC to allow access for maintenance, repairs, and expansion as needed.

BUDGET IMPACTS:

The new infrastructure described is part of the overall project cost.

ATTENDANCE:

Kristie Bollinger, Property Manager
Jeff Merwin, Compliance and Infrastructure Manager
Tim Brownell, Director of Solid Waste



CENTRAL ELECTRIC COOPERATIVE, INC.

www.cec.coop • P.O. Box 846, Redmond, OR 97756 • Office: 541.548.2144 • Fax: 541.548.0366

After recording return to:
Central Electric Cooperative, Inc.
P.O. Box 846, Redmond, OR 97756

W.O. 423448
A.T.L.: 151300000103

POWER LINE EASEMENT

The undersigned, **DESCHUTES COUNTY**, a political subdivision of the State of Oregon, **Grantor**, hereby conveys to **CENTRAL ELECTRIC COOPERATIVE, INC.**, a Cooperative Corporation, **Grantee**, an easement on the following described real property in Deschutes County, State of Oregon:

A variable width strip of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4), of Section 02, Township 15 South, Range 13 East, of the Willamette Meridian, Deschutes County, Oregon; lying in Parcel 2 of Partition Plat 2022-17 recorded on 05/10/2022, in Deschutes County Official Records as No. 2022-19116, said easement more particularly described as follows:

As described in Exhibit "A" (Page 3 of 5) and depicted in Exhibit "B" (Pages 4 & 5 of 5) attached and made a part hereof.

This easement is granted on the following terms and conditions:

1. **SCOPE.** This easement granted to Grantee shall be of a width reasonably necessary for the installation, construction, reconstruction, maintenance and operation of an electric transmission or distribution line of one or more wires and all necessary or desirable appurtenances (including, but not limited to towers, poles, props, guys, guy stubs, anchors and other supports); and includes the right to place all or any part of such lines underground and the right to place guys and guy stubs and anchors outside of the easement. Grantee shall maintain all improvements and equipment that is installed and constructed as part of this easement. Grantee shall also have the right to permit other utilities such as telephone and T.V. cable to use the facilities installed in this easement. This easement also gives Grantee the right to go upon adjacent lands of the grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining, inspecting and removing such lines and appurtenances. Grantee shall clear the easement of brush, trees and structures which might endanger such lines; and the right to top, trim, clear or cut away trees outside of the easement which might endanger such lines. Grantee is responsible for all expenses incurred in the maintenance and repair of the underground electrical service and transformer, except any expenses incurred due to damage caused to the infrastructure by Grantor or a third-party.
2. **LIENS; INDEMNITY.** Grantee shall ensure that any work performed does not cause a construction lien to be filed against Grantor's Property. Grantee will defend, indemnify and hold harmless Grantor from any such claim of construction lien or other claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature by third parties arising from Grantee's work and ongoing operation of the electrical service and transformer on Grantor's property.
3. **LOCATION.** The centerline of said easement shall be located as described and depicted in Exhibits "A & B").
4. **GRANTOR'S WARRANTIES.** Grantor warrants that grantor has the right, title and ability to convey valid title to this easement.

POWER LINE EASEMENT: CEC
Deschutes County Document No. 2023-932

CEC-DC NEGUS 08-08-23.DOC

5. **GRANTOR'S RIGHTS.** Grantor shall have the right to use the land subject to this easement so use does not interfere with this easement, provided that grantor shall not place any structure upon without the prior written consent of Grantee.

6. **MISCELANEOUS PROVISIONS.**

- a. The consideration for this transfer is for value other than monetary value.
- b. The parties agree that the terms of this Agreement are perpetual in nature and the terms of the Agreement and easement shall be binding upon the heirs, successors, assigns and personal representatives of the Grantor and Grantee.
- c. If this Agreement is placed in the hands of an attorney for enforcement, or referred to arbitration, or if any action or suit is instituted to enforce any of the terms of this Agreement, the respective parties shall be responsible for its own attorney fees.
- d. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are part of this Agreement.
- e. The parties agree that this Agreement is the final expression of the entire agreement between Grantor and Grantee with respect to the subject matter of the Agreement and supersedes all prior or contemporaneous, written or oral, understandings, representations or negotiations between the parties.
- f. The parties further agree that this Agreement may not be modified, changed, supplemented or terminated nor may any obligations under it be waived except by written instrument signed by the party to be charged or by his/her/their agent duly authorized in writing.

Dated this ____ day of _____, 2023.

Grantor: Board of County Commissioners of Deschutes County, Oregon

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Anthony DeBone, Chair

Phil Chang, Vice Chair

ATTEST:

Recording Secretary

Patti Adair, Commissioner

State of Oregon)
) SS.
County of Deschutes)

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

Dated this ____ day of _____

My Commission Expires: _____

Notary Public for Oregon

EXHIBIT "A"
CENTRAL ELECTRIC COOPERATIVE
POWER LINE EASEMENT NEGUS TRANSFER STATION
DESCHUTES COUNTY, OREGON

A tract of land in the northwest 1/4 of Section 11 and the southwest 1/4 of Section 2 of Township 15 South, Range 13 East, of the Willamette Meridian, in Deschutes County, Oregon and also being a portion of Parcel 2 of Partition Plat 2022-17 recorded as 2022-19116 in the Deschutes County Official Records as shown on the attached Exhibit "B" being fully described as follows:

Commencing at northwest corner of said Section 11, a found 1-1/2 inch outside diameter iron pipe thence South 87°21'21" East 754.86 feet to the **TRUE POINT OF BEGINNING**; thence South 89°05'23" East 310.80 feet; thence South 88°59'51" East 370.89 feet; thence South 31°39'52" West 48.50 feet; thence South 23°32'40" West 36.20 feet; thence South 86°41'58" East 117.73 feet; thence South 77°42'21" East 112.14 feet; thence North 11°41'34" East 2.62 feet; thence South 78°18'26" East 16.88 feet; thence South 11°41'34" West 2.80 feet; thence South 77°42'21" East 14.73 feet; thence South 78°37'03" East 113.29 feet; thence North 09°26'18" East 61.30 feet; thence North 06°28'02" East 34.10 feet; thence North 83°06'56" West 3.47 feet; thence North 07°02'16" East 16.95 feet; thence South 83°06'56" East 3.34 feet; thence North 06°56'12" East 73.31 feet; thence North 00°21'30" East 55.21 feet; thence South 89°38'30" East 10.00 feet; thence South 00°21'30" West 55.78 feet; thence South 06°56'12" West 73.88 feet; thence South 83°06'56" East 1.26 feet; thence South 07°02'16" West 1.92 feet; thence South 78°43'46" East 45.65 feet; thence South 80°51'04" East 13.90 feet; thence North 08°14'39" East 2.21 feet; thence South 81°45'21" East 19.94 feet; thence South 08°14'39" West 16.60 feet; thence North 81°45'21" West 19.94 feet; thence North 08°14'39" East 4.39 feet; thence North 80°51'04" West 14.24 feet; thence North 78°43'46" West 45.09 feet; thence South 07°02'16" West 5.00 feet; thence North 83°06'56" West 1.13 feet; thence South 06°28'02" West 34.29 feet; thence South 09°26'18" West 71.91 feet; thence North 78°37'03" West 123.72 feet; thence North 77°42'21" West 14.70 feet; thence South 11°41'34" West 1.73 feet; thence North 78°18'26" West 16.88 feet; thence North 11°41'34" East 1.91 feet; thence North 77°42'21" West 111.46 feet; thence North 86°41'58" West 131.29 feet; thence North 23°32'40" East 51.26 feet; thence North 31°39'52" East 20.03 feet; thence North 88°59'51" West 347.39 feet; thence North 89°05'23" West 310.79 feet; thence North 00°54'37" East 20.00 feet to the **TRUE POINT OF BEGINNING**. The basis of bearing is the Central Oregon Coordinate System prepared by the Deschutes County Surveyor's Office

Tract contains 21,591 square feet (0.496 acres) more or less.

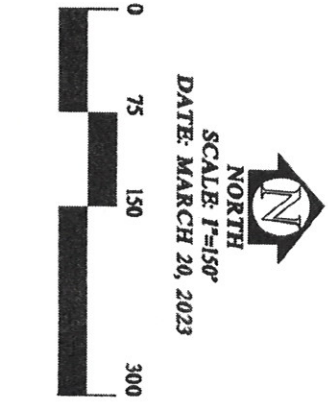
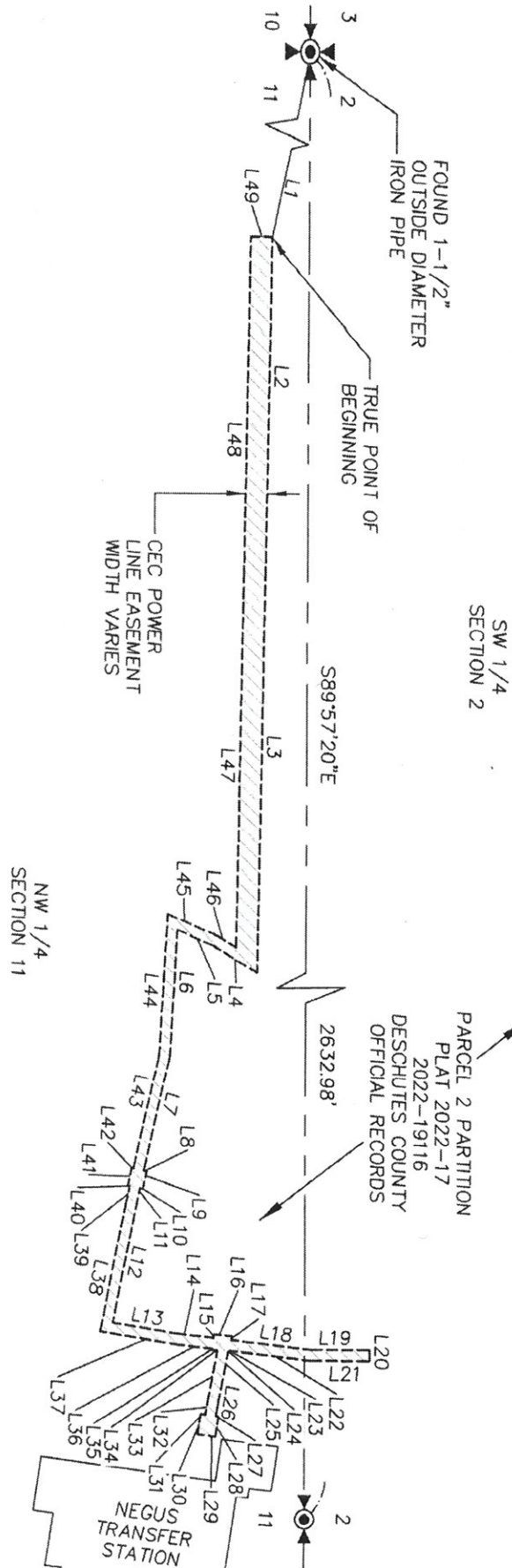
Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

John Thompson & Associates, Inc. P.O. Box 683 Bend, Oregon 97709 (541) 312-9421
3/20/2023

P:\Drive_Vol 2\Projects\DESX0032-Negus Transfer\Descriptions\DESX32 NEGUS POWER-01A.doc

**EXHIBIT "B" CENTRAL ELECTRIC COOPERATIVE
POWER LINE EASEMENT NEGUS TRANSFER STATION
LOCATED IN NW 1/4 SECTION 11 AND SW 1/4 SECTION 2
TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M.
DESCHUTES COUNTY, OREGON**

SHEET 1 OF 2



CENTRAL ELECTRIC COOPERATIVE POWER LINE
EASEMENT AREA=21,591 SQUARE FEET
(0.496 ACRES)

- NOTES**
1. BASIS OF BEARING IS THE CENTRAL OREGON COORDINATE SYSTEM PREPARED BY THE DESCHUTES COUNTY SURVEYOR'S OFFICE.
 2. SEE SHEET 2 FOR EASEMENT LINE ANNOTATION TABLES.

03-200-2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 12, 1999
JOHN P. THOMPSON
492220

RENEWS 06-30-2024

JOHN THOMPSON & ASSOCIATES, INC.
P.O. BOX 683 BEND, OREGON 97709 (541)312-9421

**EXHIBIT "B" CENTRAL ELECTRIC COOPERATIVE
POWER LINE EASEMENT NEGUS TRANSFER STATION
LOCATED IN NW 1/4 SECTION 11 AND SW 1/4 SECTION 2
TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M.
DESCHUTES COUNTY, OREGON**

POWER LINE EASEMENT LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°21'21"E	754.86'
L2	S89°05'23"E	310.80'
L3	S88°59'51"E	370.89'
L4	S31°39'52"W	48.50'
L5	S23°32'40"W	36.20'
L6	S86°41'58"E	117.73'
L7	S77°42'21"E	112.14'
L8	N11°41'34"E	2.62'
L9	S78°18'26"E	16.88'
L10	S11°41'34"W	2.80'
L11	S77°42'21"E	14.73'
L12	S78°37'03"E	113.29'
L13	N09°26'18"E	61.30'
L14	N06°28'02"E	34.10'
L15	N83°06'56"W	3.47'
L16	N07°02'16"E	16.95'
L17	S83°06'56"E	3.34'
L18	N06°56'12"E	73.31'

POWER LINE EASEMENT LINE TABLE

LINE NO.	BEARING	DISTANCE
L19	N00°21'30"E	55.21'
L20	S89°38'30"E	10.00'
L21	S00°21'30"W	55.78'
L22	S06°56'12"W	73.88'
L23	S83°06'56"E	1.26'
L24	S07°02'16"W	1.92'
L25	S78°43'46"E	45.65'
L26	S80°51'04"E	13.90'
L27	N08°14'39"E	2.21'
L28	S81°45'21"E	19.94'
L29	S08°14'39"W	16.60'
L30	N81°45'21"W	19.94'
L31	N08°14'39"E	4.39'
L32	N80°51'04"W	14.24'
L33	N78°43'46"W	45.09'
L34	S07°02'16"W	5.00'
L35	N83°06'56"W	1.13'
L36	S06°28'02"W	34.29'

POWER LINE EASEMENT LINE TABLE

LINE NO.	BEARING	DISTANCE
L37	S09°26'18"W	71.91'
L38	N78°37'03"W	123.72'
L39	N77°42'21"W	14.70'
L40	S11°41'34"W	1.73'
L41	N78°18'26"W	16.88'
L42	N11°41'34"E	1.91'
L43	N77°42'21"W	111.46'
L44	N86°41'58"W	131.29'
L45	N23°32'40"E	51.26'
L46	N31°39'52"E	20.03'
L47	N88°59'51"W	347.39'
L48	N89°05'23"W	310.79'
L49	N00°54'37"E	20.00'

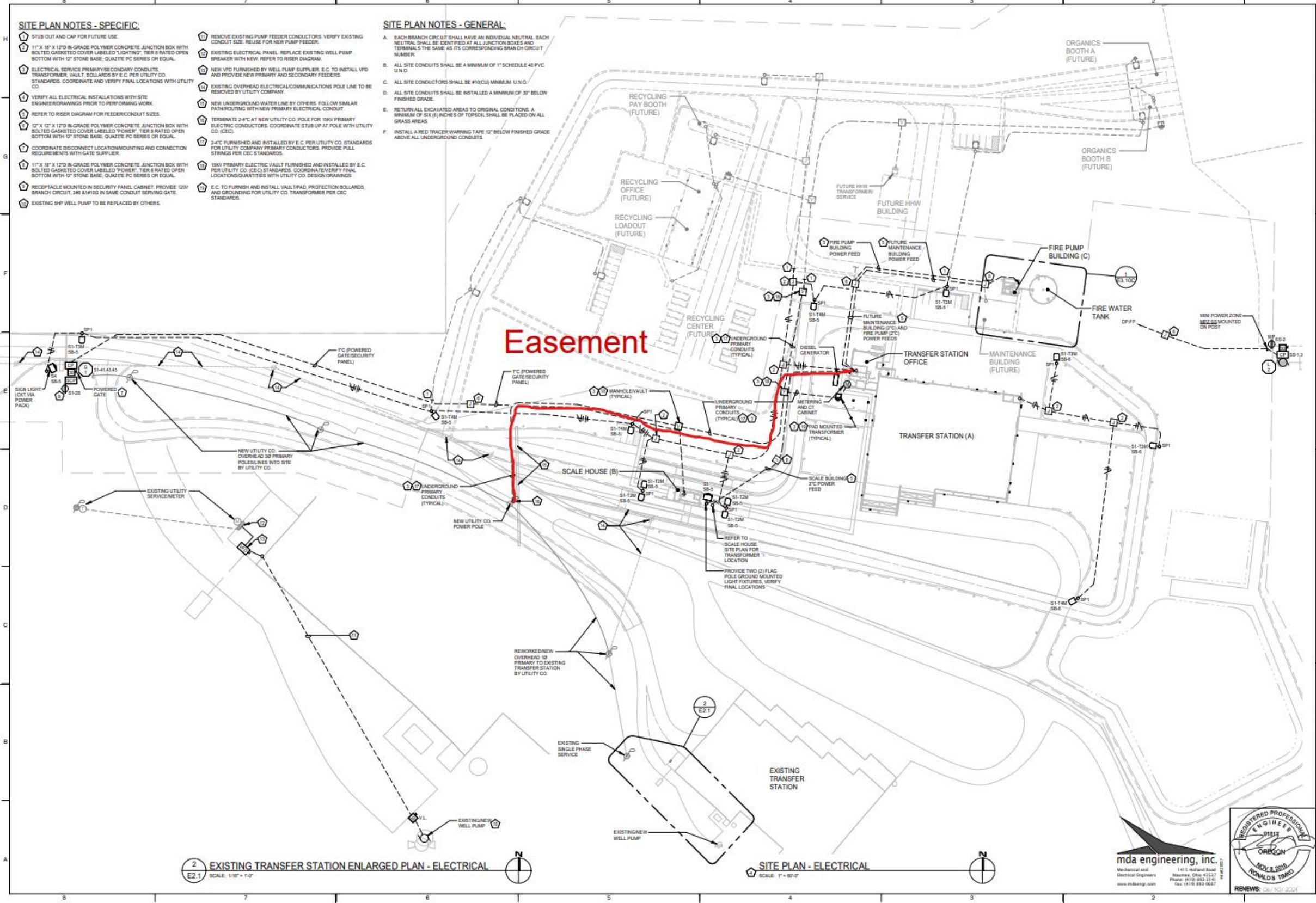
NOTES

1. BASIS OF BEARING IS THE CENTRAL OREGON COORDINATE SYSTEM
PREPARED BY THE DESCHUTES COUNTY SURVEYOR'S OFFICE.

03-2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JANUARY 12, 1999
JOHN P. THOMPSON
49220

RENEWES 06-30-2024

JOHN THOMPSON & ASSOCIATES, INC.
P.O. BOX 683 BEND, OREGON 97709 (541)312-9421



SITE PLAN NOTES - SPECIFIC:

- 1. STUB OUT AND CAP FOR FUTURE USE.
- 2. 11" X 18" X 12" IN-GRADE POLYMER CONCRETE JUNCTION BOX WITH BOLTED GASKETED COVER LABELED "LIGHTING", TIER 5 RATED OPEN BOTTOM WITH 12" STONE BASE, QUARTZITE PC SERIES OR EQUAL.
- 3. ELECTRICAL SERVICE PRIMARY/SECONDARY CONDUITS TRANSFORMER VAULT BOLLARDS BY E.C. PER UTILITY CO. STANDARDS. COORDINATE AND VERIFY FINAL LOCATIONS WITH UTILITY CO.
- 4. VERIFY ALL ELECTRICAL INSTALLATIONS WITH SITE ENGINEER/DRAWINGS PRIOR TO PERFORMING WORK.
- 5. REFER TO RISER DIAGRAM FOR FEEDER/CONDUIT SIZES.
- 6. 12" X 12" X 12" IN-GRADE POLYMER CONCRETE JUNCTION BOX WITH BOLTED GASKETED COVER LABELED "POWER", TIER 5 RATED OPEN BOTTOM WITH 12" STONE BASE, QUARTZITE PC SERIES OR EQUAL.
- 7. COORDINATE DISCONNECT LOCATION/MOUNTING AND CONNECTION REQUIREMENTS WITH GATE SUPPLIER.
- 8. 11" X 18" X 12" IN-GRADE POLYMER CONCRETE JUNCTION BOX WITH BOLTED GASKETED COVER LABELED "POWER", TIER 5 RATED OPEN BOTTOM WITH 12" STONE BASE, QUARTZITE PC SERIES OR EQUAL.
- 9. RECEPTACLE MOUNTED IN SECURITY PANEL CABINET. PROVIDE 120V BRANCH CIRCUIT, 20A @ 150V IN SAME CONDUIT SERVING GATE.
- 10. EXISTING 5HP WELL PUMP TO BE REPLACED BY OTHERS.
- 11. REMOVE EXISTING PUMP FEEDER CONDUCTORS. VERIFY EXISTING CONDUIT SIZE. REUSE FOR NEW PUMP FEEDER.
- 12. EXISTING ELECTRICAL PANEL. REPLACE EXISTING WELL PUMP BREAKER WITH NEW. REFER TO RISER DIAGRAM.
- 13. NEW VFD FURNISHED BY WELL PUMP SUPPLIER. E.C. TO INSTALL VFD AND PROVIDE NEW PRIMARY AND SECONDARY FEEDERS.
- 14. EXISTING OVERHEAD ELECTRICAL COMMUNICATIONS POLE LINE TO BE REMOVED BY UTILITY COMPANY.
- 15. NEW UNDERGROUND WATER LINE BY OTHERS. FOLLOW SIMILAR PATH/ROUTING WITH NEW PRIMARY ELECTRICAL CONDUIT.
- 16. TERMINATE 2-4" AT NEW UTILITY CO. POLE FOR 12KV PRIMARY ELECTRIC CONDUCTORS. COORDINATE STUB UP AT POLE WITH UTILITY CO. (CEC).
- 17. 2-4" FURNISHED AND INSTALLED BY E.C. PER UTILITY CO. STANDARDS FOR UTILITY COMPANY PRIMARY CONDUCTORS. PROVIDE PULL STRINGS PER CEC STANDARDS.
- 18. 12KV PRIMARY ELECTRIC VAULT FURNISHED AND INSTALLED BY E.C. PER UTILITY CO. (CEC) STANDARDS. COORDINATE/VERIFY FINAL LOCATIONS/QUANTITIES WITH UTILITY CO. DESIGN DRAWINGS.
- 19. E.C. TO FURNISH AND INSTALL VAULT TYPED PROTECTION BOLLARDS AND GROUNDING FOR UTILITY CO. TRANSFORMER PER CEC STANDARDS.

SITE PLAN NOTES - GENERAL:

- A. EACH BRANCH CIRCUIT SHALL HAVE AN INDIVIDUAL NEUTRAL. EACH NEUTRAL SHALL BE IDENTIFIED AT ALL JUNCTION BOXES AND TERMINALS THE SAME AS ITS CORRESPONDING BRANCH CIRCUIT NUMBER.
- B. ALL SITE CONDUITS SHALL BE A MINIMUM OF 1" SCHEDULE 40 PVC U.N.D.
- C. ALL SITE CONDUITS SHALL BE #10(0) MINIMUM U.N.D.
- D. ALL SITE CONDUITS SHALL BE INSTALLED A MINIMUM OF 30" BELOW FINISHED GRADE.
- E. RETURN ALL EXCAVATED AREAS TO ORIGINAL CONDITIONS. A MINIMUM OF SIX (6) INCHES OF TOPSOIL SHALL BE PLACED ON ALL GRASS AREAS.
- F. INSTALL A RED TRACER WARNING TAPE 12" BELOW FINISHED GRADE ABOVE ALL UNDERGROUND CONDUITS.

2
E2.1
SCALE: 1/8" = 1'-0"

SITE PLAN - ELECTRICAL
SCALE: 1" = 80'-0"

NO.	DATE	DESCRIPTION

CEE
Civil & Environmental Consultants, Inc.
 4045 NW 64th Street - Suite 415 - Oklahoma City, OK 73116
 PH: 405.246.9411
 WWW.CEECONC.COM

**DESCHUTES COUNTY
 SOLID WASTE DEPARTMENT
 2400 NE MAPLE AVENUE
 REDMOND, OREGON 97756**

DATE	BY	CHKD BY	APP'D BY
06-28-2023	DRUMMOND	AS NOTED	2023/7

SHEET
E2.1
 OF

mda engineering, inc.
 Mechanical and Electrical Engineers
 1415 National Road
 Mulvum, Ohio 43025
 Phone: (614) 293-2141
 Fax: (614) 883-0827

REGISTERED PROFESSIONAL ENGINEER
 19318
 OREGON
 NOV 8, 2010
 RONALDS TMMO

RENEWS: 06/15/2024



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Authorization to establish a new Money Market Sweep Account with First Interstate Bank

RECOMMENDED MOTION:

Move to authorize Finance staff to establish a new Money Market Sweep account with First Interstate Bank (FIB), our contracted banking service provider.

BACKGROUND AND POLICY IMPLICATIONS:

First Interstate Bank, the County's contracted banking service provider, has offered the opportunity to establish a new Money Market Sweep Account that would enhance the County's existing account structure. This Sweep account would provide a rate matching the Local Government Investment Pool rate (LGIP), which is currently 5.0% for balances in excess of \$9,000,000. Presently, the FIB contracted rate is 15 bps (.15%) for balances above this limit.

The benefits of this enhanced account structure include more efficient funds management (i.e., potentially fewer transfers between FIB and the LGIP) and no limits on maximum balances. All balances would be fully insured under the Public Funds Collateralization program.

BUDGET IMPACTS:

Potential higher interest earnings through more efficient funds management.

ATTENDANCE:

Bill Kuhn, County Treasurer

Robert Tintle, CFO



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Approval of a contract with Maxim Healthcare Staffing Services for the Adult Jail's medical staffing needs

RECOMMENDED MOTION:

Approval of Chair signature of Document No.2023-890, a contract with Maxim Healthcare Staffing Services to provide temporary relief for the Deschutes County Adult Jail's medical staffing needs.

BACKGROUND AND POLICY IMPLICATIONS:

The Adult Jail's medical unit is short nurses. Temporary nurses are needed until the jail's medical unit is fully staffed to keep the facility running smoothly and safely.

BUDGET IMPACTS:

Maximum compensation is \$500,000 for the term of the agreement and will be paid in part from savings realized from unfilled vacancies (currently, four RN and two LPN positions).

ATTENDANCE:

Captain Michael Shults

**MAXIM HEALTHCARE STAFFING SERVICES, INC.
and
Deschutes County Sheriff's Office
WORK ORDER CONTRACT**

Agreement # PO-10700-00015789

Work Order Contract # 2023-890

This Work Order Contract ("WOC") is executed as evidenced in Section 6. "Signatures," below, against Agreement # PO-10700-00015789 (the "Agreement") by and between Deschutes County Sheriff's Office ("Authorized Purchaser") and Maxim Healthcare Staffing Services, Inc. ("Provider"). The terms of this WOC along with all terms and conditions of the Agreement constitute the entire Contract.

- 1. **WOC TERM.** This WOC is effective upon the date signed by both parties and all applicable approvals have been obtained ("WOC Effective Date"). The WOC expires on September 30th, 2025 unless terminated earlier in accordance with the terms in the Price Agreement or for convenience by either party with sixty (60) days' prior written notice to the other party.

COMPENSATION: Authorized Purchaser will make payment to the Provider for accepted and approved Work or Services, of Provider and Practitioner named herein, under this WOC according to the following:

The Authorized Purchaser will pay Provider upon acceptance of the services monthly.

The maximum not to exceed compensation under this WOC is \$500,000.

- 2. **AUTHORIZED REPRESENTATIVES:**

Authorized Purchaser:

Deschutes County Sheriff's Office
L. Shane Nelson
Sheriff
541-388-6655
shane.nelson@deschutes.org

Provider:

Maxim Healthcare Staffing Services, Inc.

Bailee Riggs
Business Development Manager
503-452-7979
portlandorstaffing@maximstaffing.com

3. STATEMENT OF WORK.

- A. Scope of Services.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Authorized Purchaser, with such Services provided by Personnel under Authorized Purchaser's management and supervision at a Work Site or in an environment controlled by Authorized Purchaser. Upon Authorized Purchaser's request for supplemental personnel, Maxim will use commercially reasonable efforts to provide Personnel to Authorized Purchaser. Authorized Purchaser shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
- B. Length of Assignment.** Personnel will be assigned to the Authorized Purchaser specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Authorized Purchaser and Maxim will use commercially reasonable efforts to document the length of the assignment(s) in a Authorized Purchaser Assignment Confirmation.
- C. Personnel Requirements and Screening.** Maxim will supply Authorized Purchaser with Personnel who meet the criteria set forth in the **Assignment Onboarding Attachment "A"**. Maxim will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Authorized Purchaser.
- D. Base Rates.** Base rates for the following Practitioners shall apply from the Effective Date until either the WOC is terminated by either Party or a supplemental attachment is executed.

Position	Local Hourly Rate	Travel Hourly Rate
RN	\$85.00	\$95.00
LPN	\$70.00	\$80.00

- E. On Call.** On call will be billed at an hourly rate of \$7.00.
- F. Call Back.** Call back will be billed at 1.5x the agreed upon base hourly rate. Call back will be a minimum of 2 hours.
- G. Work Site.** This WOC and underlying Agreement shall apply to the following Work Site(s) or Authorized Purchaser locations:

Work Site Name	Address	Work Site Contact
Deschutes County Sheriff's Office Adult Jail	63333 West Highway 20 Bend, OR 97701	Eden Aldrich 541-322-4809

H. Payment and Invoicing. Maxim will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Authorized Purchaser shall remit payment for invoices within thirty (30) days. Maxim will submit invoices to Authorized Purchaser every week for Personnel provided to Authorized Purchaser during the preceding week through Maxim's timekeeping system, MaxView. The specified contacts for individual Work Sites is set forth below:

Work Site Name	Address	Work Site Invoice Contact
Deschutes County Sheriff's Office Adult Jail	63333 West Highway 20 Bend, OR 97701	soaccountspayable@deschutes.org 541-385-3247

I. Non-Solicitation; Conversion Fees. For a period of twelve (12) months following the date on which any Practitioners either: (i) interviewed with Authorized Purchaser for purposes of Authorized Purchaser qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Authorized Purchaser agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Practitioners provided or introduced by Provider during the term of this Agreement. Authorized Purchaser understands and agrees that Provider is not an employment agency and that Practitioners are assigned to the Authorized Purchaser to render temporary service(s) and are not assigned to become employed by the Authorized Purchaser. Authorized Purchaser further acknowledges and agrees that there is a substantial investment in business related costs incurred by Provider in recruiting, onboarding, training, and employing Practitioners, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Practitioners. In the event that Authorized Purchaser, or any Authorized Purchaser affiliate, subsidiary, department, division, Work Site, or any other agent of Authorized Purchaser or agent acting on behalf of Authorized Purchaser solicits, hires, or employs any Practitioners, Authorized Purchaser will be in material breach of this Agreement.

Notwithstanding the foregoing, Authorized Purchaser may hire or contract with any Practitioner of Provider once each Practitioner has completed a minimum number of hours of work for Authorized Purchaser through Provider, according to the Conversion Table below:

Aggregate Hours Worked By Maxim Personnel for Authorized Purchaser in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
Between completion of 350 and 500 hours	20 % of annualized starting salary
Between completion of 500 and 700 hours	15 % of annualized starting salary
Between completion of 700 and 900 hours	10 % of annualized starting salary
After completion of 900 hours	0 % of annualized starting salary

J. Construction. Except as expressly set forth by this WOC, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in

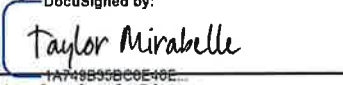
this WOC under the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this WOC.

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


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

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

Maxim Healthcare Staffing Services, Inc.

By: <small>DocuSigned by:</small>			
	Taylor Mirabelle	Controller	17-Oct-23
Authorized Signature	Printed Name	Title	Date

Authorized Purchaser

By: 	L. Shane Nelson	Sheriff	
Authorized Signature	Printed Name	Title	Date

Dated this 16 of OCTOBER, 2023

FOR DESCHUTES COUNTY:



ANTHONY DeBONE, Chair, County Commissioner

ASSIGNMENT ONBOARDING
ATTACHMENT "A"

1. Licensed Clinical Personnel Requirements. Maxim will supply Authorized Purchaser with Licensed Clinical Personnel who meet the following criteria. Authorized Purchaser agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:

- a. Conduct a criminal background check in accordance with applicable law, including any state exclusion review, as applicable;
- b. Verify current license, registration, or certification for the Services to be provided;
- c. Verify skills checklist or competencies for the position and exam;
- d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file in accordance with state regulations;
- e. Receive employment verification via The Work Number® database;
- f. Confirm Personnel are authorized to work;
- g. Perform and verify all federal exclusion and abuse check(s) are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- h. Maxim Personnel are required to complete the Deschutes County form consenting to a criminal history background check.
- i. Maxim Personnel are required to complete a pre-employment drug screening (10-Panel) prior to assignment.

2. Non-Clinical Personnel Requirements. Maxim will supply Authorized Purchaser with Non-Clinical Personnel who meet the following criteria. Authorized Purchaser agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:

- j. Conduct a criminal background check in accordance with applicable law, including any state exclusion review as applicable;
- k. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, if placed in a healthcare setting, in accordance with state regulations;
- l. Receive employment verification via The Work Number® database;
- m. Confirm Personnel are authorized to work;
- n. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- o. Maxim Personnel are required to complete the Deschutes County form consenting to a criminal history background check.
- p. Personnel are required to complete a pre-employment drug screening (10- Panel) prior to assignment.

3. Authorized Purchaser Criminal Background Report. In the event that Authorized Purchaser requires its own criminal background screening for Maxim Personnel, Authorized Purchaser shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Authorized Purchaser agrees that Personnel may begin assignment following completion of a successful Authorized Purchaser background screening.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Approval of Board Order No. 2023-047 authorizing the advance of taxes, assessments and charges to small tax districts

RECOMMENDED MOTION:

Move approval of Board Order No. 2023-047 authorizing the advance of taxes, assessments and charges to small tax districts as allowed under ORS 311.392.

BACKGROUND AND POLICY IMPLICATIONS:

The County Tax Collector bills and collects property taxes on behalf of all taxing jurisdictions in Deschutes County. Because some taxing jurisdictions are very small, State statutes allow the County to buy out certain small district levies by making a one-time payment to them of 97% of their current levies prior to December 1st. The County has used this buy-out process each year and proposes to buy out such taxes again for FY 2024. This process allows the County to avoid making extremely small payments to small taxing jurisdictions throughout the year and allows the small districts to receive their likely collections in a single payment at the beginning of the collection process.

BUDGET IMPACTS:

After making the one-time payments to certain districts, the County is generally made whole as taxes are collected throughout the year and deposited in the County's General Fund. The total amount requested for the small district buy-outs for FY 2024 is \$490,374.00.

In the past, the County has collected slightly more than the total amount paid for buy-outs. If the collection were to be less than the buy-out, however, the County would be precluded from billing the districts for the difference. Staff believe any exposure to the County of collecting less than the amount paid to the small districts is immaterial.

ATTENDANCE:

Robert Tintle, Tax Collector and Chief Financial Officer
Judi Hasse, Deputy Tax Collector

REVIEWED

LEGAL COUNSEL

10/25/2023 Item #4.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Authorizing the ORS 311.392 Advance *
of Taxes, Assessments and Charges to Small Tax * ORDER NO. 2023-047
Districts *

WHEREAS, Robert Tintle, Deschutes County Tax Collector, requested that the Board of County Commissioners authorize the advance from the General Fund the taxes, assessments and other charges levied by taxing districts, and

WHEREAS, the advance of these funds is consistent with the treatment of these taxing districts levies in prior years, and

WHEREAS, the advance of these taxes, assessments and other charges as provided for by ORS 311.392 is economically justifiable and enhances administrative efficiency, now, therefore,

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

Section 1. Pursuant to ORS 311.392, the Deschutes County Treasurer is hereby authorized to advance prior to December 1st, 2023, the discounted (97%) taxes, assessments, and other charges of the following tax districts:

DISTRICT ID	DISTRICT NAME	Distribution %	Total Levied
11300	PONDEROSA PINES EAST ROAD DIST	0.000021237205	11,108.10
10900	NEWBERRY ESTATES ROAD DIST LOCAL OPTION	0.000025536878	13,357.04
10000	BEAVER ROAD DISTRICT	0.000032220802	16,853.06
10400	FALL RIVER ESTATES ROAD DISTRICT	0.000048798998	25,524.27
11400	RIVER BEND ESTATES ROAD DISTRICT	0.000049222610	25,745.84
14500	MANUFACTURED DWELLING ASSESSMENT	0.000049227619	25,748.46
14300	OREGON WATER WONDERLAND SANITARY	0.000049567052	25,926.00
10901	NEWBERRY ESTATES ROAD DISTRICT	0.000049995100	26,149.89
12200	TWO RIVERS SPECIAL ROAD DISTRICT	0.000051061616	26,707.73
12300	VANDEVERT ACRES ROAD DISTRICT	0.000053410401	27,936.26
11900	SPRING RIVER ROAD DISTRICT	0.000054521674	28,517.51
10200	CROOKED RIVER RANCH ROAD DIST	0.000059905853	31,333.70
10600	HOWELL HILLTOP ACRES ROAD DIST	0.000060808426	31,805.79
11200	PINEWOOD COUNTRY ESTATES SRD	0.000061854160	32,352.76
10500	FOREST VIEW ROAD DISTRICT	0.000070070292	36,650.20
10300	DRRH SPECIAL RD DISTRICT UNIT #6	0.000074422101	38,926.41
10700	LAZY RIVER ROAD DISTRICT	0.000076217803	39,865.65
11100	PANORAMIC ACCESS ROAD DISTRICT	0.000078446829	41,031.54
Subtotals		0.000966525419	505,540.21
Buyout Percentage			97%
Total Payments to Small Districts			490,374.00

Dated this _____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Approval of a lease with Oregon State University for use of space at South County Services Building to operate the Supplemental Nutritional Assistance Program Education program

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-844, a lease with Oregon State University for use of space at South County Services Building to operate the Supplemental Nutritional Assistance Program Education (SNAP-Ed).

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a +/- 7,341 square foot building located at 51340 Highway 97, La Pine, known as the South County Services Building. Since 2014, Oregon State University Extension Service (OSU Extension) has occupied space at the South County location. OSU Extension provides healthy food and lifestyle education to low-income households in South Deschutes County.

The lease is effective November 1, 2023 through October 31, 2025 and may be renewed for additional two-year terms by mutual agreement. Lease terms include \$239/month for rent and \$67/month for utilities with 3% annual increases.

BUDGET IMPACTS:

\$239/month or \$2,868/annual for rent, and \$67/month or \$804/annual for utilities with 3% annual increases.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

LEASE

This Lease ("Lease") is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **OREGON STATE UNIVERSITY** ("Lessee").

The parties agree that the terms of this Lease are as follows:

- A. Premises: Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Approximately one hundred sixty-six (166) square feet of office space, along with common areas and access for ingress and egress, in the South County Services Building located at 51340 Highway 97, La Pine, Oregon 97739, Room 138, (the "Premises"), as shown on Exhibit A.

1. Term and Renewal. The effective date of this Lease shall be November 1, 2023, or the date on which the last party signed this Lease, whichever is later, and shall continue until October 31, 2025.
 - a. This Lease may be terminated by either party upon sixty (60) days' prior written notice.
 - b. Automatic Renewal. If the Lessee is not then in default and the Lease has not been terminated in accordance hereof, this Lease shall automatically renew ("Auto Renewal") for additional two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Auto Renewal will be memorialized by a letter signed by the Parties. The term of this Lease shall not exceed ten (10) years in total, including any automatic renewals.
 - c. Possession. During the Lease term, Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access may be made by mutual consent of the Parties.
2. Rent. Lessee shall pay to Lessor as rent, in advance on the first day of each month, the sum of Two Hundred Thirty Nine (\$239.00) Dollars per month, ("Rent"), beginning on November 1, 2023. On November 1 of each year, beginning November 1, 2024, Rent shall increase at a rate of three (3%) percent per year. In addition to Rent, Lessee shall reimburse Lessor for utility charges as specified in Section 9(a) below, beginning on November 1, 2023. Lessor will invoice Lessee for payment of Rent and utility charges. Payments are due upon the first day of the month, with invoices mailed on or about the 15th of the preceding month. Payments shall be mailed or delivered to the address noted in Section 17 Notices, or at such other place as may be designated in writing by Lessor. Any partial months shall be prorated. Except for the provisions listed in this Lease, nothing shall alleviate Lessee from the obligation for Rent during the effective term of the Lease.

Initial Term	Monthly Rent
November 1, 2023 – October 31, 2024	\$239.00 per month
November 1, 2024 – October 31, 2025	\$246.00 per month

- 3. Use of Premises. Lessee shall use the Premises for office space for the OSU – SNAP-Ed Program offices. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises, business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.
- 4. Possession. Lessor shall provide Lessee with security badge access to the Premises during the term of the Lease.
- 5. Parking. Lessee, its employees and clientele shall have a nonexclusive right to access and utilize vehicle parking spaces located in the parking lot of the South County Services Building on a first-come, first-served basis.
- 6. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
 - a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
 - c. Refrain from making any unlawful or offensive use of Premises or to suffer or permit any waste or strip thereof.
 - d. Exercise diligence in protecting from damage the Premises and common area of Lessor covered by and used in connection with this Lease.
 - e. Be responsible for removing any liens placed on Premises as a result of Lessee's use of Premises.
 - f. Comply with Lessor's policies, as periodically amended regarding smoking, parking, fragrances, facilities maintenance, facilities use, and violence in the workplace. Those policies are incorporated by reference herein and are available by Lessor upon request.
- 7. Lessee's Obligations. The following shall be the responsibility of the Lessee:
 - a. Lessee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this Lease.
 - b. Any repairs necessitated by the negligence of Lessee, its agents, trustees, employees or invitees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-30.300 and the Oregon Constitution Article XI, Section 7.

- c. Any repairs or alterations required under Lessee’s obligation to comply with laws and regulations as set forth in “Restrictions on Use” above.
- d. Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

8. Lessor's Obligations.

- a. Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Lessor’s sole expense, the heating, air conditioning, plumbing, electrical, any electronic devices such as cameras or security systems and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary. Lessor shall replace ceiling fixture light bulbs.
- b. Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor, equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future Rent payments.

9. Utilities, Services and Real Property Tax

- a. Lessor will cause the utilities and services listed below to be furnished to the Premises. Charges shall be paid as indicated:

<u>Utility or Service</u>	Monthly Charges Paid By:	
	Lessor / Lessee	
Water	X	
Internet	X	
Phone	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash Removal	X	
Janitorial Service		X
Janitorial Supplies (including recycling charges)		X
Window Washing	X	
Snow and Ice Removal	X	
Building Security (If applicable)	X	

- b. Utility Charges: Lessee shall reimburse Lessor for utility charges at the rate of Sixty Seven (\$67.00) Dollars per month, in addition to monthly Rent as specified in Section 2. On November 1 of each year, beginning on November 1, 2024, the amount Lessee reimburses to Lessor for utility charges shall increase at a rate of three (3%) percent per year as follows:

Initial Term	Utility Reimbursement
November 1, 2023 – October 31, 2024	\$67.00 per month
November 1, 2024 – October 31, 2025	\$69.00 per month
November 1, 2025 – October 31, 2026	\$71.00 per month
November 1, 2026 – October 31, 2027	\$73.00 per month

- c. Telephone Cable and Wire: Lessor shall be responsible for providing and maintaining all telephone cable and wire to the telephone/computer room/closet in the Premises, including bringing sufficient number of lines to the telephone closet(s) on the floor or in the area where the Premises are located for Lessee's use. Installation of any new station wire and maintenance of all station wire shall be Lessee's responsibility, except when such installation work is included in the Lessor's build-out work as may be agreed to by the parties under this Lease. Station wire means that wire or cable which runs between the station jack(s) and the telephone closet(s), and those which run between and among station jacks.
- d. Lessee is assumed to be tax exempt as to real property tax liability on leased real property as provided in ORS 307.166. Such status requires Lessee to file for such exemption each year. Lessor agrees to cooperate and aid Lessee in all reasonable respects with such application for exemption.

10. Liens.

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

11. Insurance.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Lessee is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017.
- f. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level, and that all applicable coverage is on an occurrence basis. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.

12. Indemnification: Lessor and Lessee shall each be responsible for the negligent and willful acts of their officials, officers, agents, employees, clients, volunteers, and invitees. Parties liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.

13. Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

14. Surrender of Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Premises, the Lessee shall surrender the Premises or portion thereof to Lessor in the same condition as the Premises was on the effective date, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender Premises in a condition which complies with all local, state or federal environmental

laws, regulations and orders applicable at the time of surrender. Upon Lessor's written approval, Lessee may leave site improvements authorized by Lessor. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.

- 15. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

- 16. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be deducted from monthly Rent payments.

- 17. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other, or by confirmed receipt of electronic mail:

Lessor:	Deschutes County Property Management Attention: Property Manager 14 NW Kearney Avenue Bend, Oregon 97708-6005 541-385-1414 Kristie.Bollinger@deschutes.org	Mailing: PO Box 6005 Bend, OR 97708-6005
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Lessee:	OREGON STATE UNIVERSITY Attn: Katherine Ahern 3893 SW Airport Way Redmond, Oregon 97756 541-548-6088 Katherine.ahern@oregonstate.edu
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With a copy to:	OSU Real Property Attn: Nicole Neuschwander 850 SW 35 th Street Corvallis, Oregon 97333 541-737-6925 realproperty@oregonstate.edu
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- 18. Assignment. Lessee shall not assign or sublease the Premises.

- 19. Holdover. If Lessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.
- 20. Audit. Lessee reserves the right to audit, at Lessee's expense, Lessor's access records pertinent to this Lease.
- 21. Intentionally Left Blank.
- 22. Authority. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
- 23. Counterparts. This Lease may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together are deemed one and the same Lease, notwithstanding that all parties are not signatories to the same counterpart.
- 24. MERGER.

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Lease to be effective for all purposes as of the date below.

LESSOR:

DATED this _____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

[Signature Page Follows]

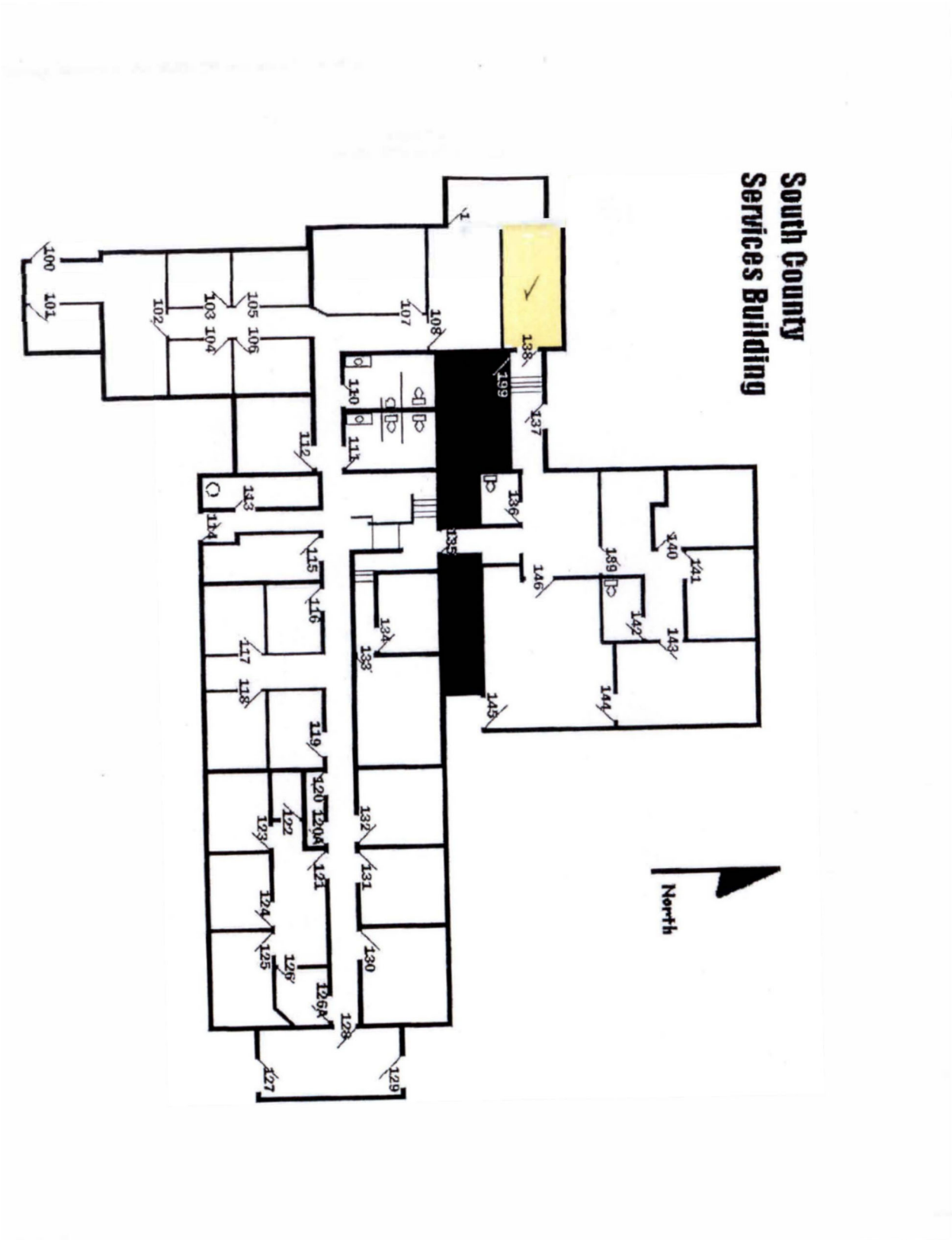
LESSEE:

DATED this _____ of _____, 2023

OREGON STATE UNIVERSITY

Nicole Neuschwander
Director, Leasing and Strategic Real Property
Management

Exhibit A
Floor Plan





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Public Hearing and Board Order considering the annexation of 18.26 acres at 61150 Cabin Lane to the Bend Park & Recreation District

RECOMMENDED MOTION:

First, hold a public hearing; thereafter, move approval of Order No. 2023-045 approving the Gabert annexation to the Bend Park & Recreation District.

BACKGROUND AND POLICY IMPLICATIONS:

Calvin Gabert filed a petition to annex 18.26 acres at 61150 Cabin Lane into Bend Park & Recreation District. The District approved the petition. The Assessor's Office and/or County Clerk certified the petition and Community Development reviewed it for land use compatibility.

BUDGET IMPACTS:

None

ATTENDANCE:

Kim Riley, Legal

REVIEWED
KJL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Calvin Gabert annexation into Bend Park & Recreation District *
* ORDER NO. 2023-045
*

WHEREAS, Calvin Gabert (“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, the Deschutes County Clerk’s Office and 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 coordinated with the city of Bend as the property is located within the Bend urban growth boundary, regarding the land use compatibility statement in Exhibit C in the petition attached to this Order; and

WHEREAS, Oregon Department of Revenue reviewed the petition and granted preliminary approval, as indicated in Exhibit D in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on October 25, 2023, 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 4. The purpose of this District is to provide park & recreation services.

Dated this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, CHAIR

PATTI ADAIR, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

EXHIBIT A

PETITION TO ANNEX A SINGLE PROPERTY WITHOUT ELECTION INTO

Bend Park and Recreation District
(Name of District)

FOR COUNTY	10/25/2023 Item #8.
_____	Date Submitted
_____	Date Verified/ Filed

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

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

1. This Petition for Annexation is submitted pursuant to ORS 198.857 and Petitioner(s) 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 198.857 on _____ (insert date).
4. The principal act for Bend Park and Recreation District (name of district) is ORS 216.06.
(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 all the land owners of the subject property proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the 3rd day of, 2023. (August)
6. The property street address of land for annexation (if known) is 61150 Cabin Lane and the total acreage is 18.26 acres. 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. The Oregon Department of Revenue has conducted a preliminary review of the planned annexation and determined it meets the requirements of ORS 308.225.

Signed this 8th day of August, 2023 by Calvin Gabert, Chief Petitioner
Calvin E Gabert 20603 Overton Pl. Bend, OR 97701
 Signature Address, City, State, ZIP

DATED this 12 day of September, 2023

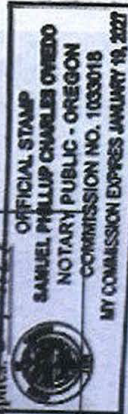
Approved by the Board of Bend Park and Recreation District
Name of District

Don P. Horton
District Signature
By: Don P. Horton
(Print Name)
Title: Executive Director

rev 09/22

Deschutes County Legal Counsel, 1300 N.W. Wall St., Ste. 205, Bend, OR 97703; FAX 541-617-4748; legalcounsel@deschutes.org

NAME OF DISTRICT: Bend Parks and Rec 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 Susan Osterman [Redacted Signature]	⁴⁰ 8/18/2023 July 8 2023	^{Bend OR} 61150 Cabin Lane 97701 ⁹⁷⁵⁰⁴ 3185 Normil Terr Medford OR	Landowner Yes <input checked="" type="checkbox"/> No _____ Acroage _____ Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 [Redacted]			Landowner Yes _____ No _____ Acroage _____ Registered Voter Yes _____ No _____ Pre _____
3 [Redacted]			Landowner Yes _____ No _____ Acroage _____ Registered Voter Yes _____ No _____ Pre _____
4 [Redacted]			Landowner Yes _____ No _____ Acroage _____ Registered Voter Yes _____ No _____ Pre _____
5 [Redacted]			Landowner Yes _____ No _____ Acroage _____ Registered Voter Yes _____ No _____ Pre _____

I, Samuel Phillip Charles Oredo, certify that I subscribed this petition and every person who signed this petition did so in my presence. Signature: [Redacted]

County of T Jackson State of Oregon
 SUBSCRIBED AND SWORN before me this 8th day of August, 2023
 Notary Public for Oregon Samuel Phillip Charles Oredo My Commission Expires January 19, 2027
 Signature: [Signature] (affix notary stamp)

NAME OF DISTRICT: Bend Park and Recreation 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 Calvin E. Gabert [Redacted Signature]	Date	61150 Cabin Ln PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreege <u>18.26</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 Nancy D. Gabert [Redacted Signature]	Date	61150 Cabin Ln PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreege <u>19.26</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4 [Redacted Signature]	Date	PROPERTY ADDRESS	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreege <input type="checkbox"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
5 [Redacted Signature]	Date	PROPERTY ADDRESS	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreege <input type="checkbox"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

I, Montana Elizabeth Kow, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 7th day of August, 2023
 Notary Public for Oregon. My Commission Expires: 9/15/24

Signature: [Signature] (with notary stamp)



EXHIBIT A

10/25/2023 Item #8.

NAME OF DISTRICT: Bend Park and Recreation District

Annexation



	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/
1	<p>Calvin E. Gabert</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p>	<p>_____</p> <hr/> <p>Date</p>	<p>61150 Cabin Lane</p> <hr/> <p>PROPERTY ADDRESS</p> <hr/> <p>RESIDENCE ADDRESS (If Different)</p>	<p>Landowner</p> <p>Yes <input checked="" type="checkbox"/> X</p> <p>No _____</p> <p>Acres _____</p>
2	<p>Nancy E. Gabert</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p>	<p>_____</p> <hr/> <p>Date</p>	<p>61150 Cabin Lane</p> <hr/> <p>PROPERTY ADDRESS</p> <hr/> <p>RESIDENCE ADDRESS (If Different)</p>	<p>Landowner</p> <p>Yes <input checked="" type="checkbox"/> X</p> <p>No _____</p> <p>Acres _____</p>
3	<p>Dana L. Bratton</p> <hr/> <p>_____</p> <hr/> <p>Signature</p>	<p>8/7/23</p> <hr/> <p>Date</p>	<p>61150 Cabin Lane</p> <hr/> <p>PROPERTY ADDRESS</p> <hr/> <p>RESIDENCE ADDRESS (If Different)</p>	<p>Landowner</p> <p>Yes <input checked="" type="checkbox"/> X</p> <p>No _____</p> <p>Acres _____</p>
4	<p>Susan M. Osterman</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p>	<p>_____</p> <hr/> <p>Date</p>	<p>61150 Cabin Lane</p> <hr/> <p>PROPERTY ADDRESS</p> <hr/> <p>RESIDENCE ADDRESS (If Different)</p>	<p>Landowner</p> <p>Yes <input checked="" type="checkbox"/> X</p> <p>No _____</p> <p>Acres _____</p>
5	<p>_____</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p>	<p>_____</p> <hr/> <p>Date</p>	<p>_____</p> <hr/> <p>PROPERTY ADDRESS</p> <hr/> <p>RESIDENCE ADDRESS (If Different)</p>	<p>Landowner</p> <p>Yes _____</p> <p>No _____</p> <p>Acres _____</p>

I, _____, certify that I, _____, am the landowner of the property described in this petition, and every person who signed this petition did so as the owner of the property.

I, Dana L. Bratton, certify that I, [Redacted], am the landowner of the property described in this petition, and every person who signed this petition did so as the owner of the property.

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 7th day of August, 2023
 Notary Public for Oregon Michelle Renee Youngstrom My Commission Expires: _____

EXHIBIT A

10/25/2023 Item #8.

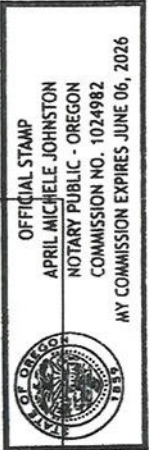
NAME OF DISTRICT: Bend Parks + Rec

Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Antoinette M. Rotsolk</u> [Redacted] Signature	<u>7/28/23</u> Date	<u>61150 Cabin Ln.</u> PROPERTY ADDRESS <u>154 N. DAVIS LN, OTIS, OR</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes _____ No <input checked="" type="checkbox"/> Pre _____
2 <u>Michael J. Rotsolk</u> [Redacted] Signature	<u>7/28/23</u> Date	<u>61150 Cabin Ln</u> PROPERTY ADDRESS <u>154 N. DAVIS LN, OTIS, OR.</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No <input checked="" type="checkbox"/> 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, April Michele Johnston, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Linn State of Oregon
 SUBSCRIBED AND SWORN before me this 28th day of July, 2023
 Notary Public for Oregon, April Michele Johnston My Commission Expires: 4-6-26
 Signature [Signature] (affix notary stamp)



10/25/2023 Item #8.



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

2021-395-01
MAY 4, 2023
BRR

EXHIBIT A

GABERT, CALVIN E & NANCY B ETAL – TAX LOT 1812150000500
BEND PARK & RECREATION DISTRICT PETITION TO ANNEX PROPERTY

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (E1/2 SW1/4 NE1/4) OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF HEARTHSTONE LANE.

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DocuSigned by:
BR R

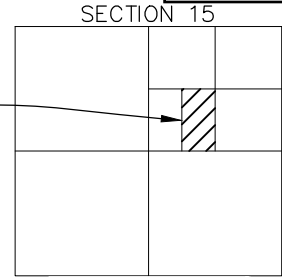
7A5A215967FE4G6...
OREGON

MAY 11, 2021
BRAD R. RHOADES
91917PLS

RENEWS: 12/31/2024

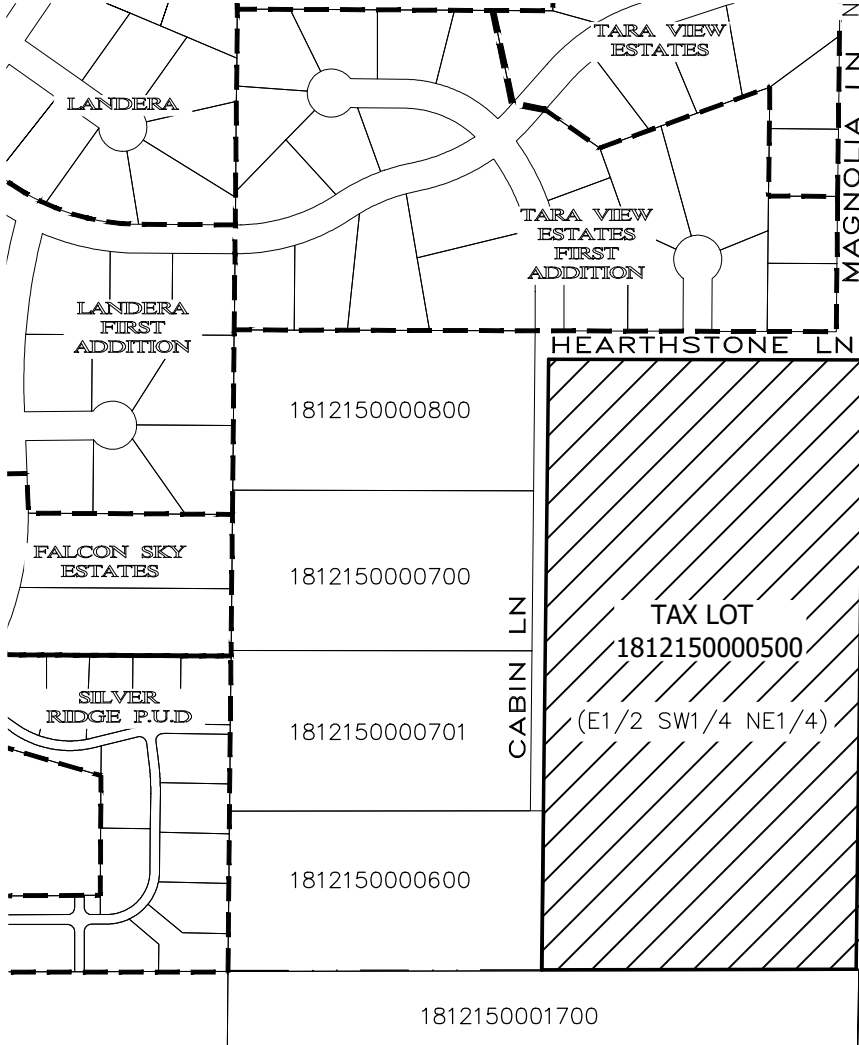
EXHIBIT "B"
ANNEXATION EXHIBIT
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 15,
TOWNSHIP 18 SOUTH, RANGE 12 EAST W.M.,
DESCHUTES COUNTY, OREGON

E1/2 SW1/4 NE1/4



VICINITY MAP
NOT TO SCALE

1812150000100







1812150000201

1812150000202

1812150001700

LEGEND:

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DocuSigned by:

7A5A315907E34C6...

OREGON
MAY 11, 2021
BRAD R. RHOADES
91917PLS

RENEWS: 12/31/2024



400' 0 200' 400' 800'



SCALE: 1" = 400'



Date: 5/4/2023
Proj No: 21-395-01

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

www.sflands.com
info@sflands.com



**Petition for Annexation to
Bend Park and Recreation District
(61150 Cabin Ln, Bend,
Taxlot 1812150000500)**

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that none of the signatures on the attached petition sheets are voters within the proposed area to be annexed. There are ten (10) 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 10th day of October, 2023.

A handwritten signature in black ink, appearing to read "Steve Dennison", is written over a horizontal line.

Steve Dennison
Deschutes County Clerk

EXHIBIT B



**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 6, 2023

Steve Dennison

Deschutes County Clerk

Re: **Petition for Bend Park & Recreation District** (GABERT, CALVIN E & NANCY B ETAL)

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, 2023

SUBJECT: Land Use Compatibility for Annexation, Various Lots Described Herein - Bend Park & Recreation District

The materials contained in the petition propose to annex lands to the Bend Park & Recreation District. Specifically:

1. 61150 Cabin Lane

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 regarding this property:

Regarding the annexation petition for property at 61150 Cabin Lane, this property was included in the Bend urban growth boundary in 2016 through the adoption of Ordinance 2271. The property's Comprehensive Plan designations are a combination of RS, Residential Urban Standard Density and RM, Residential Urban Medium Density.

There are two applications that have been filed for development of the property. One is an annexation application, PLAN20230396, and an application for a subdivision, PLLD20230395.

AYERS Robert A * DOR

From: Megan Norris <mnorris@hayden-homes.com>
Sent: Thursday, May 4, 2023 10:20 AM
To: Gregg.Rossi@deschutes.org; henrys@bendparksandrec.org; Boundary Changes * DOR
Subject: Taxing District Boundary Change 61150 Cabin Lane - Magnolia Meadows
Attachments: CabinLn_BPR_Annex_230504.pdf

Good morning,

Please find the attached revised map.

Thank you,

Megan

Megan Norris | Central Oregon Forward Planning Manager



2464 SW Glacier Place #110 | Redmond, OR 97756

M: 916.529.5691

E: mnorris@hayden-homes.com

Follow Us: [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#) | [Pinterest](#)

Boundary Change Preliminary Review**DOR 9-P117-**

10/25/2023 Item #8.



Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@dor.oregon.gov

Bend Park & Recreation District
799 SW Columbia St
Bend OR 97702

May 9, 2023

Documents received: 4/28/2023, 5/4/2023
From: Megan Norris

This letter is to inform you that the Description and Map for your planned Annexation to Bend Park & Recreation District (Gabert, Calvin & Nancy B) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Preliminary Review

If you have any questions please contact Robert Ayers, 503-983-3032



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Community Wildfire Defense Grant Application for Community Wildfire Protection Plan Revision

RECOMMENDED MOTION:

Move to authorize the submittal of an application for a Community Wildfire Defense Grant.

BACKGROUND AND POLICY IMPLICATIONS:

The Natural Resources Department seeks Board authorization to apply for a federal Community Wildfire Defense Grant for the purpose of revising and combining the County's seven Community Wildfire Protection Plans (CWPPs). If granted, the funds would be used to contract with Central Oregon Interagency Council to complete this work, which is estimated to take approximately two years. Combining the seven CWPPs into one is expected to enhance the County's likelihood of receiving grants, which has been complicated by having multiple separate CWPPs. In addition, each CWPP is updated every five years on a staggered schedule, which has resulted in a very large and unrealistic workload for the department.

The proposal is to combine the CWPPs into one document which identifies the seven existing areas along with each area's unique stakeholders and its needs for wildfire protection planning and fuels mitigation efforts.

BUDGET IMPACTS:

If approved, the application could result in a grant award of \$150,000. The 10% match would be provided through other grant funding the department has already been awarded for wildland fire projects.

ATTENDANCE:

Kevin Moriarty, County Forester
Corinne Heiner, Fire Adapted Communities Coordinator

Name of Project: Deschutes County CWPP

Project Location: Deschutes County, Oregon (county-wide)

Project Coordinator: Shelby Knight, Resilience Planner, Central Oregon Intergovernmental Council

Contact Information: sknight@coic.org 541-279-3898

Project Description: COIC will coordinate the Deschutes County CWPP rewrite in 2024. This rewrite will combine all seven Deschutes County CWPP's into one singular county-wide CWPP. An up to date CWPP is critical to being eligible and ready to take advantage of promising mitigation projects and funding opportunities to reduce community risk to wildfire. The CWPP rewrite process provides the opportunity for communities to assess risk to wildfire and identify local priorities and actions. It therefore helps to reduce the risk of property loss and/or human health impacts from severe wildfire by focusing attention on priority communities. It may also help improve ecological health of federally managed lands in Deschutes County for the benefit of all U.S. Citizens. By working with various stakeholders in the community and establishing relationships, we are improving community relations and trust within the public in general. This project will also support the development of a mosaic of defensible space within Deschutes County so firefighters can more safely take a stand to protect homes and make the homes themselves more resistant to the risk of ignition.

Project Scope:

1. **Finalize Scope of Work and Process** *(20 hours total for 3 staff)*
 - a. Work with Deschutes County Fire Adapted Communities Coordinator and County Forester to finalize the scope, partners, schedule, and overall process/desired outcomes.
 - i. Schedule up to 2 coordination meetings
2. **Perform the 5-Year Update to the Deschutes County Community Wildfire Protection Plans in Need of Full Update** *(500 hours total for 2 staff)*
 - a. Convene and coordinate up to 6 steering team meetings per plan (12 total) in order to complete the rewrite for the Upper Deschutes River CWPP 2018 and the East and West Deschutes County CWPP 2019. The rewrite process includes:
 - i. Work with Deschutes County, state, and federal agencies to update the GIS layers and produce new base maps;
 - ii. Revise the community risk assessment utilizing the State of Oregon's new Oregon Wildfire Risk Explorer maps;
 - iii. Develop metrics to ensure target priority goals are being met;
 - iv. Update community priorities and recommendations;
 - v. Update and track progress on the action plan/s; and
 - vi. Present the draft plan to affected communities in Deschutes County and collect feedback.
3. **Perform Annual Updates for remaining Community Wildfire Protection Plans** *(250 hours total for 2 staff)*
 - a. Re-convene and coordinate at least one steering team meeting per plan to review and revise the risk assessment, priority goals and recommendations, and the action plan for the following:
 - i. Greater Redmond CWPP 2022

- ii. Greater Bend CWPP 2021
- iii. Sunriver CWPP 2020
- iv. Greater La Pine CWPP 2022
- v. Greater Sisters CWPP 2019

4. Combine current Seven Deschutes County CWPP's into One County CWPP Plan (80 hours total for 3 staff)

- a) Combine all revised CWPP's into one Deschutes County CWPP

Project Partners:

- Deschutes County Emergency Management (Sheriff's Office)
- Deschutes County
- Deschutes County Fire & Rescue
- City of Bend
- City of La Pine
- City of Redmond
- City of Sisters
- Sunriver Owners Association
- Upper Deschutes River Communities
- Rural Fire Protection Associations
- Oregon Department of Forestry
- U.S. Forest Service
- U.S. Bureau of Land Management

Project Duration: Spring 2024 – Spring 2026

Project Budget:

Contracting			
Description	hours	Hourly rate	Total
Resilience Planner	150	\$ 100.00	\$ 15,000.00
Project Manager	300	\$ 80.00	\$ 24,000.00
Program Assistant	400	\$ 70.00	\$ 28,000.00
<i>Subtotal</i>			\$ 67,000.00
Materials and Supplies			
Description	Cost per unit	Units	Total
Printing final CWPP	\$ 20.00	200	\$ 4,000.00
Meeting materials/snacks	\$ 20.00	18	\$ 360.00
<i>Subtotal</i>			\$ 4,360.00
Travel			
Description	Cost per unit	Unit (miles)	Total
Mileage reimbursement	\$ 0.625	600	\$ 375.00
<i>Subtotal</i>			\$ 375.00
Admin			
Description	Fee Percentage	Total Project Cost	Total Fee

Admin Costs	0.1	\$ 71,735.00	\$ 7,173.50
PROJECT TOTAL			\$ 78,908.50



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Notice of Intent to Award a contract for new shelter and housing units for male justice- involved individuals

RECOMMENDED MOTION:

Move to authorize the County Administrator to sign Document No. 2023-954, a Notice of Intent to Award a contract to create short-term shelter and longer-term housing options for up to 24 individuals annually supervised by the Adult Parole and Probation division.

BACKGROUND AND POLICY IMPLICATIONS:

The Adult Parole and Probation division (Adult P&P) received approval from the Board on August 21, 2023 to issue RFP 2023-751 to select a provider to utilize State funding for the creation of short-term shelter and longer-term housing options for up to 24 supervised individuals annually. The Board accepted the funding in July 2023 through a subrecipient agreement (2023-690).

Adult P&P has conducted the RFP process with a multi-disciplinary review panel which recommends that RFP 2023-751 be awarded to Free On The Outside, a 501(c)(3) non-profit organization which operates transitional housing. Once the Notice of Intent to Award is issued and the protest period has passed, the department will enter into contract negotiations with the provider with the goal of finalizing a contract by November 15, 2023. The provider will recommend an appropriate location for the shelter and housing; this recommendation will go before the Board for approval before being purchased.

This project will enhance public safety and promote livability by providing housing stability to currently homeless men on community supervision whose conditions prohibit contact with minors or who have to register as a sex offender. The department will work with the provider to locate an appropriate and acceptable property, and develop program protocols, criteria and requirements. The provider will purchase the property and manage the program with an on-site housing manager. The provider will hold the deed and title, be responsible for maintenance and repair, and may utilize equity from the purchase for operational costs or property maintenance. Clients served through the housing portion of the program will pay rent directly to the provider. Adult P&P will provide administrative support, manage the pass-through grant funds, and provide support to the provider with

P&P Officer home visits at the property and case management with the housing manager.

BUDGET IMPACTS:

The majority of the \$1,078,518 in State funding received will be passed through to a community organization/provider.

ATTENDANCE:

Deevy Holcomb, Community Justice Director
Trevor Stephens, Community Justice Business Manager

October 25th, 2023

NOTICE OF INTENT TO AWARD CONTRACT

On August 25th, 2023 Deschutes County Community Justice: Adult Parole and Probation division issued a request for proposals from proposers who are willing to contract as a provider for housing services described in Deschutes County RFP 2023-751: New Shelter and Housing Units for Male Justice Involved Individuals. Ultimately the panel and department determined that they would like to move forward with the proposal from Free On The Outside. The intention will be to enter contract negotiation and award a contract with a start date of November 15, 2023.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. A copy of this Notice of Intent to Award is being provided to the firms or individuals that submitted a proposal for this service. Any firm or person who believes that they are adversely affected or aggrieved by the intended award set forth in this Notice, may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award to the Board of County Commissioners of Deschutes County, Oregon, Attention Legal Counsel, 1300 NW Wall Street, Bend, OR 97703. **The seven (7) day protest period will expire at 5:00pm on November 1st, 2023.**

Any protest must be in writing and specify any and all grounds upon which the protest is based. If a protest is filed, a hearing will be held no sooner than 9:00am on November 8th, 2023, before the Board of County Commissioners of Deschutes County, Oregon, acting as the Contract Review Board, at Deschutes County Services Center, 1300 NW Wall St., Bend, Oregon, 97703.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an authorization to enter contract negotiations and to award a contract to the above named provider without further action by the Board of County Commissioners unless the Board, for good cause, rescinds this Notice before the expiration of the protest period. The successful proposer will enter into contract negotiations with Deschutes County Community Justice and will be required to provide applicable certificate(s) of insurance.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Community Justice Business Manager at 541-330-8261.

Sincerely,

DESCHUTES COUNTY, OREGON

Nick Lelack, County Administrator

To: Board of County Commissioners
From: Community Justice Department: Adult Parole and Probation Division
Date: October 16th, 2023
Re: Award recommendation -- Deschutes County Electronic Monitoring RFP 2023-022

Background: Adult Parole and Probation was awarded \$ 1,078,518 to purchase through a private provider a multi-purpose, 3+ bedroom property in Deschutes County to both rehouse and to shelter individuals who have conditions that restrict their proximity to minors and/or are required to register as a sexual offender. Funds would be primarily passed through to the private provider for one-time costs, such as acquisition of the property, renovations, start-up costs, etc. An RFP was issued on August 25th, 2023 to select a provider for these services.

We have concluded our proposal review process described in Table 1 for the Deschutes County RFP 2023-751. We received one proposal from Free On The Outside. They are a 501(c)(3) nonprofit based in Oregon City which currently manages multiple transitional homes in the Portland metro area, including providing 69 housing/shelter beds for individuals on supervision who have no minor contact restrictions or who are required to register as a sex offender.

Table 1: Deschutes County RFP 2023-751 Timeline	
Date	Review Step
08/25/2023	RFP Issued
09/06/2023	Proposal questions submitted by email.
09/07/2023	Response to questions sent out.
09/27/2023	RFP closed: Received 1 proposal from Free on the Outside.
10/06/2023	RFP review panel reviewed and scored applications. Members Included J Bar J Director of Runaway and Homeless Youth Programs: Eliza Wilson Bethlehem Inn Executive Direction: Gwenn Wysling The Father’s Group Vice President: Kelly Musgrove Parole and Probation: Tanner Wark Deputy County Administrator: Erik Kropp
10/11/2023	Site visit conducted with Free on the Outside in Oregon City by Community Justice leadership staff.
10/16/2023	Review panel met to discuss proposal and scores and made recommendation to BOCC.

The review panel used the following criteria to review the submitted proposal.

Table 2: Deschutes County RFP 2023-751 Evaluation Criteria	
Evaluation Criteria	Points Available
Service Delivery: Ability of the proposer to provide services as detailed in the RFP.	25 Points
Knowledge, Experience, and Expertise: Proposers knowledge, past experience, and staff.	25 Points
Human-Centered Focus and Understanding of Low Barrier from proposal: Proper’s responses clearly articulate an understanding of client focus and low barrier.	10 Points
Collaboration and Community Awareness: proposal clearly reflects an understanding of the complexity around the project and siting a location. Proposal clearly shows an ability to collaborate with County and community stakeholders as necessary.	10 Points

Financial Creativity: creativity around solutions to fund project.	20 Points
Performance Measures and Deliverables: proposal outlines some key output and outcome measures and reflects an understanding of needing to make data informed decisions.	10 Points
Total points available	100 Points

Based on the review panel’s individual scores the proposal from Free On The Outside received an average score of 71 out of 100.

Table 3: Deschutes County RFP 2023-751 Review Panel Average Score		
Evaluation Criteria	Points Available	Panel Average
Service Delivery: Ability of the proposer to provide services as detailed in the RFP.	25 Points	19
Knowledge, Experience, and Expertise: Proposers knowledge, past experience, and staff.	25 Points	20
Human-Centered Focus and Understanding of Low Barrier from proposal: Proper’s responses clearly articulate an understanding of client focus and low barrier.	10 Points	7
Collaboration and Community Awareness: proposal clearly reflects an understanding of the complexity around the project and siting a location. Proposal clearly shows an ability to collaborate with County and community stakeholders as necessary.	10 Points	6
Financial Creativity: creativity around solutions to fund project.	20 Points	12
Performance Measures and Deliverables: proposal outlines some key output and outcome measures and reflects an understanding of needing to make data informed decisions.	10 Points	7
Total points	100	71

Highlights from Review Panel

- Appreciate the experience this provider will bring in terms of housing clients with minor contact restrictions (15 years).
- Appreciate that the provider utilizes a live in house manager and assistant housing manager as needed.
- Appreciate their dedication to providing training in Motivation Interviewing, Trauma Informed Care, and Implicit bias.
- Appreciate that staff within the organization have lived experience.
- This organization has created a model that has been successfully replicated and demonstrates the ability to meet the goals of this program and the identified criteria evaluation.

It is the panel’s recommendation that RFP 2023-751 be awarded to Free On The Outside and that we begin contract negotiations.

We request approval to issue an Intent to Award from the Board of County Commissioners for a not-to-exceed amount of \$1,078,518. This will be a 122 month contract starting November 15, 2023.

DESCHUTES COUNTY COMMUNITY JUSTICE DEPARTMENT

REQUEST FOR PROPOSALS
FOR

New Shelter and Housing Units for Male Justice
Involved Individuals

Deschutes County Document #2023-751

Proposed RFP Release Date: August 25, 2023

PROPOSAL RESPONSE FORM

Attachment 1

DESCHUTES COUNTY COMMUNITY JUSTICE DEPARTMENT

REQUEST FOR PROPOSALS FOR

Proposal Response Form

Submit by e-mail to: trevor.stephens@deschutes.org

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Request for Proposal. Submitting this form ensures the Provider will be included in any communications regarding addendums to the RFP or questions being responded to prior to RFP Due Date.

Authorized Signature: Mike Cross 

Contact Name: Mike Cross

Title: Founder & Executive Director

Phone: 503-867-3157 Email: mikec@freeontheoutside.org

Company Name: Free On The Outside

Company Address: 592 Molalla Ave, PO Box 1394, Oregon City, OR, 97045

Attachment 2 - ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

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

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

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$4,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

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

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

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$4,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

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

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

Claims Made Policy Approved by County Not Approved by County

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

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

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

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

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

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Deschutes County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: Mike Cross  Date: 9/26/2023

Printed Name and Title: Mike Cross - Founder & Executive Director

Attachment 3 – EXECUTIVE SUMMARY (if consortium, please fill one out for each business entity).

1. Proposer's Legal Name

Firm Name	Free On The Outside
Address	592 Molalla Ave, Oregon City, OR, 97045
Telephone	503-383-1834

2. Briefly summarize your program design:

Free On The Outside operates 23 transitional living homes in the Portland-metro area. Our primary focus is men transitioning from incarceration with a sex offense charge. We also provide supportive services such as community gatherings, recovery meetings, support groups, holiday celebrations, campouts, and retreats. We propose to partner with Deschutes county bringing our years of experience with housing people who have to register as a sex offender.

3. Chief Executive Contact

Name of Chief Executive	Mike Cross
Title	Founder & Executive Director
Telephone	503-867-3157
E-mail Address	mikec@freeontheoutside.org

4. Primary Application Contact

Name of Primary Contact	Mike Cross
Title	Founder & Executive Director
Telephone	503-867-3157
E-mail Address	mikec@freeontheoutside.org

5. Legal Status Information

Federal Employer Tax Identification or Social Security Number	FEIN # 26-3600065
Oregon Tax I.D. Number	

An unsigned proposal will be rejected

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by Provider's governing body or other authority to file this proposal. This proposal is submitted as firm and fixed offer valid for one hundred twenty (180) days of the submission date.

Signature: Mike Cross  Date: 9-26-23

Printed Name and Title: Mike Cross - Executive Director

Attachment 4 – Response (Please complete the questions below and attach documents to your response as necessary to provide answer to the following questions. The score for each question is provided at end of questions.)

Attachment 4 can be no longer than 20 pages so please limit answers accordingly to ensure it remains within 20 pages.

<p>1. Please describe the structure and philosophy within which you would operate the housing program as outlined in RFP documents if you were awarded the contract. The answer should demonstrate your agency's experience, knowledge and ability to administer the housing program as described above. The answer should demonstrate the agency's understanding of the population served and the complex and dynamic issues facing clients on supervision who have no minor contact restrictions or who are required to register as a sex offender.</p>
<p>*Please see attached document*</p>
<p>2. Please describe any past experience your agency has working with justice-involved individuals, including individuals who have restrictive contact conditions or who are required to register as a sex offender.</p>
<p>3. Please explain in detail your agency's experience in locating an acceptable property for the services as described in the RFP. What have you done in the past? What has worked well? What areas do you anticipate will be challenging?</p>
<p>4. Please describe what process you will use to find a location in Central Oregon. Outline any challenges you anticipate and any strategies you will use to mitigate those. Outline any community notification or feedback process that you will incorporate. Please ensure your process includes accounting for any restrictions that the population may have in terms of distance from locations where minors are located or gather. While not all individuals will meet criteria for strict residential requirements, some may, and the county will only approve property locations that are not near to locations where children are the primary occupants or users (includes, but is not limited to, public and private elementary and secondary schools and licensed childcare centers). Please review ORS 144.641, 144.642, 144.644, and any other applicable laws.</p>

<p>5. Imagine you have found the perfect location for the house you are heading in to sign the papers to complete the purchase. You receive a phone call from an angry neighbor who has learned about the house. What would you tell the neighbor and how would you handle this?</p>
<p>6. Where do you anticipate will be the best location for this house in Deschutes County? Do you have any potential properties in mind?</p>
<p>7. How do you propose to utilize the acquisition funds? Will you buy a new property or will you be seeking permission to utilize something that you already own or something that costs more than the current allocation described above?</p>
<p>8. What do you anticipate being the biggest challenging in finding a location to purchase?</p>
<p>9. What type of staffing/management arrangement are you proposing with this house? Please describe in detail. If a live-in manager will be onsite please describe the requirements for that position and how they will be compensated for those duties. If there will be no live-in manager on site please make sure to clearly outline a schedule that shows at least 40 hours of contact with the house 5 days a week include Sat and/or Sun.</p>
<p>10. The grant provides initial funds to purchase the house, furnish it, and provide initial startup costs. It does not include funds for operational expenses year to year. How do you propose funding the operations of this service each year? At the end of the 10-year restrictive use period the house will belong to the awarded provider without any further restrictions. Do you anticipate utilizing equity in the home to fund operations? How do you anticipate this changing over time until the end of the restrictive use period? Please include a breakdown of how you would utilize the funds described above.</p>

<p>11. What cost if any do you propose you will need to charge to Adult Parole and Probation for ongoing operational costs?</p>
<p>12. Clients utilizing the housing/bed services will have differing abilities to pay. How do you propose handling clients who have funds to pay and those who do not have funds to pay? What type of client billing/funding structure would you anticipate putting in place to ensure the services meet the needs as outlined in the RFP? What is your experience with locating public housing assistance for clients in similar programs?</p>
<p>13. What housing stability services as described in 4 under <u>5. SCOPE OF SERVICES</u> in the RFP do you anticipate offering and how will you structure these services?</p>
<p>14. What ancillary services do you anticipate offering?</p>
<p>15. How will you manage clients that are in different places in terms of their readiness to change (pre-contemplative versus a client in action stage) Also clients that are in different housing status and housing stability (for example shelter beds versus housing beds)? What challenges do you anticipate? How will you mitigate these challenges?</p>
<p>16. What is your agency's understanding of how social identities and community belonging impact a person's life, including their journey through the justice system? Social identities are those aspects of a person's identity or description either self-selected or socially determined such as gender, race, ethnicity, sexual orientation, geographic, linguistic or culture.</p>

17. What does your agency do to recognize, honor and support social identities and community belonging that are important and impactful to your clients?

--

18. What are features of your housing program that will recognize, honor and support the diverse social identities and community belonging of residents?

--

19. What behavior or outcomes would you define as a success for clients in a Shelter bed?

--

20. What behavior or outcomes would you define as a "needs improvement" for clients in a Shelter bed?

--

21. What behavior or outcomes would you define as a success for clients in a Housing Bed?

--

22. What behavior or outcomes would you define as a "needs improvement" for clients in a Housing Bed?

--

23. Please identify any key performance measures that you would envision with this contract and explain how you would measure them and define success. Do you currently have any performance measures your track internally and is so what mechanism do you use to track them?

--

24. Please describe anything additional that you believe will help us in making a decision on awarding the contract.

--

Attachment 5 – Evaluation Criteria

Evaluation Criteria	Value
Service Delivery: Ability of the proposer to provide services as detailed in the RFP.	25 Points
Knowledge, Experience, and Expertise: Proposers knowledge, past experience, and staff.	25 Points
Human-Centered Focus and Understanding of Low Barrier from proposal: Proper's responses clearly articulate an understanding of client focus and low barrier.	10 Points
Collaboration and Community Awareness: proposal clearly reflects an understanding of the complexity around the project and siting a location. Proposal clearly shows an ability to collaborate with County and community stakeholders as necessary.	10 Points
Financial Creativity: creativity around solutions to fund project.	20 Points
Performance Measures and Deliverables: proposal outlines some key output and outcome measures and reflects an understanding of needing to make data informed decisions.	10 Points
Total points available	100 Points

- 1. Please describe the structure and philosophy within which you would operate the housing program as outlined in RFP documents if you were awarded the contract. The answer should demonstrate your agency's experience, knowledge and ability to administer the housing program as described above. The answer should demonstrate the agency's understanding of the population served and the complex and dynamic issues facing clients on supervision who have no minor contact restrictions or who are required to register as a sex offender.**

Our mission statement at Free On The Outside is "Restoring Hope, Rebuilding Lives." We understand the complex and dynamic issues facing those who are required to register as a sex offender. We believe that every person matters and has the right to having their basic needs met: including but not limited to: safe shelter, and relational needs through community. Our fifteen years of experience operating a housing program for this population have equipped us to expand and provide more supportive services. The effectiveness of our housing program is proven by our less than 1% recidivism rate. Each home has a live-in house manager and assistant house manager. We require tenants to attend three meetings a week*, complete weekly chores, attend an in-house business meeting, and take regular urine analysis tests. No minors are allowed on the premises. We only use houses approved by corrections, which are a legal distance from parks, schools, playgrounds, and any other places that children congregate, in compliance with all Oregon applicable laws. (ORS 144.641, 144.642, 144.644) All house managers work closely with the executive director, assistant director, and administrative staff.

*meetings can include 12-step meetings, therapy, church, sex offender treatment, vocational training, etc

2. Please describe any past experience your agency has working with justice-involved individuals, including individuals who have restrictive contact conditions or who are required to register as a sex offender.

In 2007, our founder, Mike Cross, began his journey as a reentry mentor with Prison Fellowship. By 2008, Free On The Outside became a 501(c)3 nonprofit, opening supportive housing for individuals on sex offense supervision in Clackamas County. From 2011 to 2017, Mike worked as the first full-time mentor in the United States for those with measure 11 sex offenses in Washington County. Since 2018, we've grown from 1 men's home to 23 homes with 211 beds, catering to various populations, including general prison releases, trafficking survivors, couples, and families in recovery. We prioritize housing the most challenging cases, with 69 beds reserved for men on local supervision with minor contact restrictions. Our services extend to transitional housing for federal supervision cases and permanent supportive housing for post-supervision registrants. We also provide community recovery meetings, church services, holiday events, retreats, and yearly campouts, offering a non-judgmental, safe space for individuals from diverse backgrounds.

3. Please explain in detail your agency's experience in locating an acceptable property for the services as described in the RFP. What have you done in the past? What has worked well? What areas do you anticipate will be challenging?

Our success in finding homes relies on passionate homeowners partnering with us to lease their properties. We ensure these homes comply with local and state laws by avoiding neighborhoods near parks, schools, daycares, or places where children gather. Afterward, we seek final approval from community corrections, streamlining the process. Each men's home accommodates as many individuals under sex offender supervision as allowed by the law and community corrections. Challenges include locating homes near public transportation, supportive services, and employment opportunities while meeting county shelter and bed requirements sustainably.

4. Please describe what process you will use to find a location in Central Oregon.

Outline any challenges you anticipate and any strategies you will use to mitigate those. Outline any community notification or feedback process that you will incorporate. Please ensure your process includes accounting for any restrictions that the population may have in terms of distance from locations where minors are located or gather. While not all individuals will meet criteria for strict residential requirements, some may, and the county will only approve property locations that are not near to locations where children are the primary occupants or users (includes, but is not limited to, public and private elementary and secondary schools and licensed childcare centers). Please review ORS 144.641, 144.642, 144.644, and any other applicable laws.

We will collaborate with Benjamin Ficker at KW Commercial Real Estate to find suitable properties, with a focus on complying with state and local laws. To address potential challenges, we'll liaise with community corrections and Deschutes County, conveying all necessary

information to our realtor. Our extensive experience guides us in identifying addresses that meet the specified criteria.

- 5. Imagine you have found the perfect location for the house you are heading in to sign the papers to complete the purchase. You receive a phone call from an angry neighbor who has learned about the house. What would you tell the neighbor and how would you handle this?**

We would inform them of our compliance with legal requirements for housing registrants, highlighting our collaboration with corrections, treatment agencies, and peer support specialists to ensure tenant safety and community well-being. We would also offer to meet with them for further program details if they are interested.

- 6. Where do you anticipate will be the best location for this house in Deschutes County? Do you have any potential properties in mind?**

We are working with our realtor to find a property in compliance with local and state laws. Due to Deschutes County's fast property turnover, we'll conduct more research closer to the contract initiation date. We prefer Bend or Redmond for better access to services, employment, and community corrections but are open to other areas.

7. How do you propose to utilize the acquisition funds? Will you buy a new property or will you be seeking permission to utilize something that you already own or something that costs more than the current allocation described above?

We propose using the acquisition funds to purchase a new property within the existing budget allocation.

8. What do you anticipate being the biggest challenge in finding a location to purchase?

The primary challenge is finding a property for sale that meets legal criteria and has corrections approval, while also being large enough, well-located near public transportation, employment opportunities, and essential services to support individual success.

9. What type of staffing/management arrangement are you proposing with this house? Please describe in detail. If a live-in manager will be onsite please describe the requirements for that position and how they will be compensated for those duties. If there will be no live-in manager on site please make sure to clearly outline a schedule that shows at least 40 hours of contact with the house 5 days a week including Sat and/or Sun.

We will employ a live-in house manager and assistant house manager. Our onboarding includes training on trauma informed care, the criminal justice system, sex offender registry information,

and ethical guidelines. They are compensated with free or reduced rent. The job description is as follows:

Title of Role: House Manager

Reports to: Director

Employment Status: Full-time/Live-in

Compensation Range: Reduced or Free rent, utilities, internet and household supplies

Objective of Role

- Demonstrate leadership in maintaining a clean and sober lifestyle aligned with Free On The Outside's mission.
- Cultivate a safe and inclusive community, welcoming all individuals without discrimination.
- Promote an environment of safety, inclusivity, care, and meaningful connections.
- Encourage personal development, growth, and accountability for tenants.
- Commit to ongoing personal healing, recovery, growth, and accountability.
- Set a positive example by adhering to house rules and guidelines.

Responsibilities & Expectations

- Conduct intake interviews.
- Complete all new tenant paperwork and go over house expectations.
- Administer urine analysis and breathalyzer tests and keep a log.
- Collect rent on the first of the month (money order or cashier's check).
- Provide receipts for all payments.

- Maintain a rent ledger for all tenants.
- Submit rent by the 5th of the month, report late payments promptly.
- Submit all payments in an envelope with a written statement of amount paid and who it is credited to.
- Organize household chores or designate a chore coordinator.
- Report maintenance issues within 24-48 hours via email or the online portal.
- Facilitate weekly house meetings following the formal house meeting agenda.
- Offer one-on-one consultations as needed.
- Manage house supplies, restocking low items within an expense limit.
- Submit receipts for supply reimbursement.
- Record monthly expenses, even for donated items.
- Enforce Free On The Outside house rules and expectations.
- Serve notices and behavioral contracts with director approval.

This role is successful when the House Manager has built good rapport with tenants, if the house is well maintained, and rent is collected and turned in on time.

Qualifications needed for this role:

- Minimum two-years verifiable recovery.
- Exemplify a lifestyle of integrity.
- Not currently on supervision.
- Lived experience with homelessness, addiction, and/or the criminal justice system preferred but not required.

10. The grant provides initial funds to purchase the house, furnish it, and provide initial startup costs. It does not include funds for operational expenses year to year. How do you propose funding the operations of this service each year? At the end of the 10-year restrictive use period the house will belong to the awarded provider without any further restrictions. Do you anticipate utilizing equity in the home to fund operations? How do you anticipate this changing over time until the end of the restrictive use period? Please include a breakdown of how you would utilize the funds described above.

We operate 23 homes in the Portland metro area, with rental income constituting 80% of our annual revenue, while private donations and grants make up the remaining 20%. We plan to adopt a similar funding model in Deschutes County until the house becomes financially self-sustainable.

\$1,078,518 - Total Estimated Grant Funds

\$850,000 - Home Acquisition / Renovations

\$30,000 - Furnishings

\$20,000 - Security

\$100,000 - Start-up Employee Expenses

*\$40,000 - Part time/Full time Mentor

*\$50,000 - Program Director for Deschutes County

*\$20,000 - Administrative Costs

\$68,518 - Other Support and Expenses (including travel expenses and possible renovations and upgrades needed).

We do not foresee using home equity for operations but remain open to the possibility if necessary.

11. What cost if any do you propose you will need to charge to Adult Parole and Probation for ongoing operational costs?

We expect to charge a housing subsidy of \$500 per month to corrections for shelter beds during the first 90 days, covering utilities, household supplies, and high-speed internet. All rooms are fully furnished.

12. Clients utilizing the housing/bed services will have differing abilities to pay. How do you propose handling clients who have funds to pay and those who do not have funds to pay? What type of client billing/funding structure would you anticipate putting in place to ensure the services meet the needs as outlined in the RFP? What is your experience with locating public housing assistance for clients in similar programs?

We have a fundraiser called "Hannah's Pennies" for tenant support and rental assistance. Our experienced administrative staff connects tenants with community resources, submits rental assistance referrals, and explores felon-friendly job opportunities. Funding sources include Flex

Funds through Oregon Health Plan (OHP), SSI, SSDI, OHSU Housing Benefit program, unemployment, and Oregon General Assistance. We will bill corrections for the first 90-days of rent in a shelter bed. After this period, tenants will self pay via cashier’s check, money order, or our online payment portal.

- Housing bed (single occupancy rooms) \$750
- Housing bed (possible 2 person shared rooms) \$600

13. What housing stability services as described in 4 under 5. SCOPE OF SERVICES in the RFP do you anticipate offering and how will you structure these service

We will hire a local mentor to assist tenants in setting goals and accessing additional support for long-term housing stability. We anticipate offering diverse housing stability services, including referrals to the RentWell program, expungement clinic referrals, and financial budgeting classes. Our board member, Harold Cubbedge, founded Crim-Anon, which hosts expungement clinics, and we're collaborating to expand these clinics to Deschutes County. We aim to partner with local temp/staffing agencies for individuals with a sex offense background. We are affiliated with Oregon Voices, who provide resources like housing referrals, employment resources, expungement and registration relief information. For long-term housing, we plan to establish self-pay permanent and supportive housing in Deschutes County for tenants with stable incomes who face challenges due to their registration status.

Rent Well	Submit referral through RentWell website. (https://rentwell.org)
Expungement Clinics	Submit referral to Crim-Anon. (https://crimanon.org)

Peer mentor services	In addition to the house mentor, we have part-time mentors who will be available to help tenants navigate housing barriers, virtually and/or in person.
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14. What ancillary services do you anticipate offering?

Homelessness prevention, mitigation, and transition: We will provide shelter beds for new releases for 90-120 days, housing beds with single room occupancy, and beds in shared rooms depending on space availability. Our peer mentors will assist with housing challenges, and submit referrals for RentWell classes. Future plans include expanding self-pay long-term supportive housing, both shared and single room occupancy, for registered sex offenders.

Interventions that promote general health and well-being: Our peer mentors will facilitate a weekly virtual wellness group, covering a wide variety of topics. These topics include but are not limited to: smoking cessation, nutrition, emotional wellness, and substance abuse disorder meetings. (AA, NA, Celebrate Recovery, Step Studies, Alumni groups, SAA - Sexual Addiction Anonymous).

Assistance in applying for health insurance and public assistance as needed: Our staff and mentors are experienced at connecting tenants to public assistance resources.

Mentor and Alumni groups: We will offer an in-house open share group specifically targeted for registered sex offenders, offering support and accountability.

15. How will you manage clients that are in different places in terms of their readiness to change (pre-contemplative versus a client in action stage) Also clients that are in different housing status and housing stability (for example shelter beds versus housing beds)? What challenges do you anticipate? How will you mitigate these challenges?

Our peer mentors will conduct needs assessments, utilize motivational interviewing, and connect tenants with resources to promote change. They will also facilitate support groups. Housing bed eligibility is based on criteria including compliance with supervision, engagement in treatment, participation in house chores and meetings, and maintaining income (e.g., SSI or SSDI) for rent payments. Seniority alone does not determine eligibility. Challenges we anticipate facing are tenants not willing to comply with program expectations. In cases of noncompliance, we address issues through program expectation reviews, verbal and written warnings, and, if necessary, a 30-day eviction notice with a 14-day right to cure. Over 80% of our house managers and assistant managers come from within our program, often overcoming obstacles on their path to leadership. Many successful individuals initially faced programmatic challenges but found motivation for change.

16. What is your agency's understanding of how social identities and community belonging impact a person's life, including their journey through the justice system? Social identities are those aspects of a person's identity or description either

self-selected or socially determined such as gender, race, ethnicity, sexual orientation, geographic, linguistic or culture.

Free On The Outside values the importance of a strong support system during reentry from incarceration. We aim to provide a safe and inclusive community where individuals can find belonging. Our approach is culturally aware and trauma-informed, acknowledging the diverse backgrounds, experiences, cultures, sexual orientations, races, and ethnicities of our tenants. This approach extends to addressing the challenges of having a sex offense in one's background, both during incarceration and community reentry. We encourage our tenants to embrace their present identity and aspirations, not letting their past convictions dictate their future.

17. What does your agency do to recognize, honor and support social identities and community belonging that are important and impactful to your clients?

As leaders, we seek cultural awareness, self-reflection on biases, and openness to diverse perspectives to enhance our service. We prioritize inclusivity and non-judgmental support. In addition to supervision, treatment, and house guidelines, we empower individuals to attend their preferred meetings and shape their own programs for personal growth.

18. What are features of your housing program that will recognize, honor and support the diverse social identities and community belonging of residents?

We host holiday celebrations, adult campouts twice a year, spring and fall retreats, and encourage attendance at community events. Our in-house programs include 12-step meetings, communal dinners, and BBQs. These activities foster a sense of belonging and ownership. We use a trauma-informed approach to match the tenant's unique needs.

19. What behavior or outcomes would you define as a success for clients in a Shelter bed?

While not required, we would define shelter bed success as:

- Maintaining stable income
- Abstaining from illegal substances and alcohol.
- Complying with supervision conditions.
- Engaging in treatment.
- Adhering to all Free On The Outside program expectations, as outlined in the tenant handbook, including attending meetings, completing chores, and showing respect.
- Collaborating with a mentor to establish a long-term housing plan.

20. What behavior or outcomes would you define as a “needs improvement” for clients in a Shelter bed?

- Missed house meetings.
- Non-compliance with program expectations.
- Inadequate personal cleanliness and hygiene.
- Supervision condition breaches leading to sanctions.

- Curfew violations, with the exception of work-related conflicts.
- Possession, use, or intoxication of illegal substances at the home.
- Physical and/or verbal altercations.
- Job loss and failure to meet financial responsibilities.

21. What behavior or outcomes would you define as a success for clients in a Housing Bed?

- Maintaining long term employment.
- Leading by example in the home.
- Working towards completing sex offender treatment.
- Volunteering to mentor men in shelter beds.
- Actively looking for housing to transition out of a housing bed.
- Abiding by all conditions of supervision and not receiving any sanctions.
- Paying all bills and rent on time.
- Showing consistency with their recovery plan

22. What behavior or outcomes would you define as a “needs improvement” for clients in a Housing Bed?

- Missing house meetings.
- Not abiding by house rules, including but not limited to doing chores, being respectful to others, abiding by the quiet time after 10pm.

- Not following conditions of supervision.
- Using or possessing illegal substances, alcohol and marijuana or paraphernalia.
- Being under the influence at home.
- Not maintaining personal cleanliness and hygiene.
- Not maintaining employment or not paying bills.
- Not making plans and looking for permanent independent or supportive housing.

23. Please identify any key performance measures that you would envision with this contract and explain how you would measure them and define success. Do you currently have any performance measures you track internally and if so what mechanism do you use to track them?

Key performance measures: Success would be an average of 90% occupancy. We also strive to have 60% of tenants in shelter beds employed.

Performance tracking: We use a monthly dashboard to track vacancies, new intakes, successful transitions, unsuccessful drops, and employment rates. We present this information to the chairperson of our board on a quarterly basis. In addition, we keep UA logs, room inspection logs, meeting attendance records, and ROIs with treatment providers and corrections. Our rental ledgers include notes for other concerns such as past due balances, relapse prevention plans, rental assistance, payment plans or exit plans.

24. Please describe anything additional that you believe will help us in making a decision on awarding the contract.

Our Executive Director, with lived experience as a registered sex offender and certified recovery mentor, has dedicated his life to working with this population. Free On The Outside understands the challenges for sex offenders, who are among the hardest to house. For 15 years, they have been our focus, and our track record of less than 1% recidivism demonstrates our suitability for this contract. We aim to change the trajectory of the lives of individuals who have to register in Deschutes county.



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff
Michael Copenhaver, Undersheriff
Jenna Morrison, Undersheriff

Deschutes County Adult Parole & Probation
63360 NW Britta St. #2
Bend, OR, 97701

To Whom It May Concern:

This is a letter of support for Free on the Outside and their application for a contract with Deschutes County Adult Parole & Probation. Free on the Outside is a nonprofit that provides housing and services to individuals who have been convicted of a sex offense.

We have a positive relationship with Free On The Outside and regularly refer clients to their housing program. Please feel free to reach out with any questions, or for additional information.

Respectfully,



Michelle Rickles,
Probation and Parole Officer
OHP Eligibility Specialist
Clackamas County Sheriff's Office
Oregon City, OR 97045
(PH) 503.722.6767

A Tradition of Service Since 1845

Parole and Probation: 1024 Main Street, Oregon City, Oregon 97045
Mailing: 2223 Kaen Road, Oregon City, Oregon 97045
Phone: 503-655-8603 Fax: 503-650-8942 www.ClackCoSheriff.us



Oregon Voices
PO Box 13175
Salem, OR 97302

October 13, 2023

To Whom It May Concern:

Oregon Voices has been actively working since 2009 with people in reentry after incarceration for a sex crime and with their families. For most of that time, we have worked with Free on the Outside. We have watched it grow from one single facility, the Carriage House in Oregon City, to an expansive, multi-county network of houses which provide badly needed housing for those rejected by most of the housing market.

This expansion has been made possible because of the reputation they have earned, both with landlords and with county corrections departments in counties where they are present. With the support FOTO provides, their clients rebuild responsible lives and communities benefit through the lowered recidivism rates that such work produces.

We have sent many individuals to Free on the Outside, and they have referred individuals to us. One of our board members is a house manager for a Free on the Outside house. We know their work, we know the positive impact they have had in many communities and on the lives of many individuals and their families.

Oregon Voices has some members in Deschutes County, and our contacts there might provide ways for us to extend our collaboration with FOTO in new and as yet unexplored ways on the other side of the mountains.

For the Oregon Voices Board,

Ken Nolley
Professor Emeritus,
Willamette University

Jan Nolley M.S. W. (retired)

DESCHUTES COUNTY COMMUNITY JUSTICE DEPARTMENT

REQUEST FOR PROPOSALS
FOR

New Shelter and Housing Units for Male Justice
Involved Individuals

Deschutes County Document #2023-751

Proposed RFP Release Date: August 25, 2023

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Community Justice Department, Adult Parole and Probation Division (“Deschutes County”), is releasing this competitive solicitation to secure a provider to offer Housing for clients with restrictive conditions (hereinafter referred to as “Services” and detailed further in Section 5, “Scope of Services”). Services shall be provided either through a private provider or a group of providers who through an agreement or memorandum of understanding serve together as a consortium in order to offer services.

NOTE: All proposals submitted in response to this Request for Proposal (RFP) shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. **Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.** If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure.” Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

- The proposal must be submitted by email to Adult Parole and Probation: Trevor.Stephens@deschutes.org.
- The proposal must be submitted in PDF or Microsoft Word format.

Proposals must be received no later than 12:00 pm, on Wednesday, September 27, 2023 (“Due Date”) to be eligible for consideration. Deschutes County retains full discretion to accept or deny any late submissions. All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This solicitation does not obligate Deschutes County to select any single proposer and Deschutes County reserves the right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected. Proposal documents will not be returned to provider at the end of the process and will be disposed of in accordance with any records retention requirements based on grant requirements and state and/or federal laws.

- Questions concerning the proposal process may be directed no later than September 6, 2023 at 12:00pm to Trevor Stephens via email to Trevor.Stephens@deschutes.org.
- If you would like to receive the response to any and all questions received please send Trevor.Stephens@deschutes.org an email requesting to be added to the list. Otherwise only those who have emailed questions will receive the response.

1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to execute a contract with a community provider for the purpose of providing housing to justice-involved individuals who identify as men and are on supervision in Deschutes County. The primary target population for these services are individuals with conditions that restrict their proximity to minors or who have to register as a sex offender.

Contingent upon approval by the Deschutes County Purchasing Agent, Deschutes County intends to award one (1) contract to the provider whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract is estimated to begin on or about November 1, 2023 and terminate December 31, 2034. This is currently planned to be a reimbursement-based contract and funds shall be reimbursed for actual expenses incurred. However, County is open to modification of this in order to facilitate the purchase of the property used for these services. Contracted entities will receive (contingent on approved budget) reimbursement for funds to:

- Purchase a house/building or renovate an existing property.

- Initial startup operations of the shelter and housing services.
- Purchase and install a security system.
- Purchase initial furniture and furnishing.

Deschutes County estimates that yearly this project should provide at least eight (8) shelter beds at any given time and at least two (2) longer term beds that may be used as permanent housing units at any given time. We anticipate the program to annually serve 15-25 shelter bed clients and 2-4 longer term/housing unit clients.

Services must be provided in accordance with all applicable rules, regulations, and policies as specified by federal, state, and county guidelines, including but not limited to, Oregon Administrative Rules (OAR) 309-019-0100 through OAR 309-019-0220.

The estimated amount of funds available for this contract is as follows (there is some flexibility with these funds in terms of how they are allocated):

- Property/Building Acquisition \$850,000.00
- Furniture and Fixtures \$30,000.00
- Security System \$20,000.00
- Initial Operation Start-Up Employee Expense \$100,000.00
- Other Support and Expenses \$78,518

Total Estimated Available: \$1,078,518

However, this amount is based on grant funding and may fluctuate depending on grant approval and budget allocation.

Deschutes County is the grant, contract, and fiscal intermediary for these funds. Deschutes County shall contract with appropriate service agencies to provide service for clients on supervision.

Ideally, the Provider selected will provide most, if not all, the Services outlined in section 5, "Scope of Services", of this RFP either through their agency or by a consortium (consortium is an agreement, combination, or group formed to undertake a common enterprise beyond the resources of any one member).

Reimbursement for Services is based upon County's approval of Contractor's submission of applicable/required documentation. Funding for Services is contingent upon the Governor's Emergency Order 23-02.

2. GENERAL SUMMARY AND OVERVIEW

Approximately 10% of the Adult Parole & Probation (Adult P&P) supervised population experiences unsheltered homelessness or chronically cycle between low barrier and transitional housing and unsheltered homelessness. Within this population we consistently supervise 25-30 men who do not qualify for high barrier, treatment and other subsidized housing or shelter supports due to the nature of their supervision conditions, which either prohibit their proximity to minors, or require them to register as sexual offenders. This population experiences chronic and acute homelessness. This in turn exacerbates their real and perceived public safety risk as it makes clients hard for P&P Officers to locate and support. These individuals also tend to be perpetually reliant on expensive emergency public safety and health resources.

In the past Adult P&P has accessed county- or privately-provided facilities for this priority public safety population, but has had no dedicated facility since 2019. Instead, P&P Officers rely on expensive short-term motel stays for individuals being released from prison without alternative approved housing. When motel stays become prohibitively expensive, clients remain homeless and staff constantly troubleshoot emergencies and risks therein, and work with varying degrees of success with local shelter providers to create safety protocols for when this population has incidental contact with co-located families and people under 18.

Adult P&P was awarded \$1,078,518 to purchase, through a private provider, a multi-purpose, multi-bedroom property in Deschutes County to both rehouse and to shelter individuals who have conditions that restrict their proximity to minors and/or are required to register as a sexual offender. Funds would be primarily passed through to the private provider for one-time costs, such as acquisition of the property, renovations, start-up costs, etc.

Adult P&P will select a provider through this RFP process and provide assistance to the provider in locating an appropriate and acceptable property, and developing program protocols, criteria and requirements. The provider would purchase the property and manage the program with an on-site housing manager. The provider will hold the deed and title, be responsible

for maintenance and repair, and may utilize equity from the purchase for operational costs or property maintenance. A restrictive covenant will be placed on the property and will run with the property until December 31, 2034. Individuals served through the housing portion of the program will pay rent directly to the provider. Adult P&P will provide administrative support, manage the pass-through grant funds, and provide support to the provider with P&P Officer home visits at the property and case management with the housing manager.

The provider must select a location that can accommodate clients who have legal restriction in terms of their proximity to minors and where their residence can be located. Please review ORS 144.641, 144.642, 144.644, and any other applicable laws.

MISSION AND GOALS:

The mission of Deschutes County Adult Parole and Probation is to protect the public, repair harm, hold clients accountable and facilitate pro-social thinking. In doing this we work to balance behavior change and public safety in the work we do with our clients.

The goal of this partnership will be to establish an option in Deschutes County for clients on supervision for whom we consistently have a hard time finding safe and stable housing.

The goals of the project are to:

1. Find and secure a long term acceptable house or building in Deschutes County to offer shelter and housing services for clients with supervision restrictions.
2. Create an environment and setting that promotes stability and behavior change for clients.
3. Reduce the fiscal impact on community agencies by promoting self-sufficiency and prosocial behavior.
4. Enhance public safety by providing a safe and managed housing options for clients on supervision with restrictive conditions.

TARGET POPULATION:

The target population is Deschutes County residents, eighteen (18) years of age or older, who:

1. Identify as male.
2. Currently are on supervision with Deschutes County Parole and Probation.
3. Preference must be given for individuals with minor contact restrictions as a part of their supervision or who have to register as a sex offender.
4. Provider cannot have any restriction that prohibit any sex offense related offense types or sex offender level restrictions. Some clients will have registration requirements using the address of the home and community notification requirements. The provider must work with client and community to ensure that these are made.
5. Provider will prioritize referrals from Parole and Probation for individuals who are;
 - Veterans
 - Medically Vulnerable
 - Identify as Black, Indigenous, Latinx, Asian and/or People Of Color (BILAPOC)

PROGRAM PRICIPLES AND GUIDELINES:

- Must adopt clear, consistent, fair, transparent, and accessible program policies.
- Must be person-centered and provide housing first case management supports.
 - A person-centered case management approach ensures that the person who has experienced homelessness has a major say in identifying goals and service needs, and that there is shared accountability. Case management must focus on housing assessment, placement and housing stability.
- Must agree to abide by low-barrier principles
 - Low barrier means a program that does not require any of the following for an individual to participate in one of the programs: (i) criminal background checks, (ii) credit checks or income verification, (iii) (treatment or other) program participation, (iv) sobriety, or (v) identification.
 - Low Barrier programs may enforce safety requirements for self, staff, place, and/or others.
 - Individuals on supervision may have requirements as part of their supervision in terms of treatment program participation or sobriety, but that cannot be a requirement of admission or participation in these funded shelter and housing services.
 - Low barrier does not prohibit the selected provider and Adult P&P from creating, monitoring and enforcing house rules that for example, may include no alcohol or drugs or usage on property; or no violent behaviors etc.
- Must support individual choice and self-determination.
- Must be oriented to help all individuals stabilize and work to find potential stable housing options.
- Must collaborate with other community-based organizations and public agency partners to bring to bear options and

opportunities for individuals to participate in ancillary support services and activities that will support in bringing stability to their shelter or housing status.

DEFINITIONS

- Housing Beds
 - Single occupancy room with access to shared common spaces. More long term orientation.
- Shelter Beds
 - Dormitory style beds with multiple clients in a room that have access to shared common spaces. More short term orientation.

ADMINISTRATIVE SUPPORT:

Adult Parole and Probation will provide administrative support and grant oversight.

COMMUNITY CORRECTIONS SUPPORT:

Parole & Probation Officers will refer eligible individuals, work in partnership with provider and assist with case management and supervision based on each individual's supervision plan and needs. Together we seek to mitigate emergency and urgent sheltering needs of this population, provide options for long-term housing in a safe and supportive environment, and offer robust case management and service opportunities for residents as they complete their community supervision requirements and get back on their feet, rebuild lives and become productive community members.

DATA TRACKING/DATA COLLECTION:

Provider will be required to submit a monthly narrative update report outlining milestones, success measures, outcomes, obstacles, and impacts of the project for the first year of the contract. After the 1st year reporting would likely move to quarterly and the format may change with input from all parties.

Provider is able and will enter all appropriate and necessary data into Homeless Management Information System ("HMIS") at the time of client intake, if applicable, or at such other times required, or require subcontractors providing the Services for which funding has been provided under this Agreement to enter. If provider is unable to enter directly into the system they will provide this information monthly to Adult Parole and Probation for entry.

Provider will be required to report client level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS). HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless and is managed and operated locally.

Provider shall provide additional reports as needed and shall cooperatively attend meetings as reasonably requested. Reports and meetings will be based on grant requirements.

4. PERIOD OF SERVICE

A contract is expected to be awarded for the period **November 1, 2023 and terminate December 31, 2034.**

5. SCOPE OF SERVICES

The selected provider will provide most, if not all, the Services outlined below either through their agency or by a consortium. All Services are to be aligned with Fair Housing State and Federal Laws as they pertain to congregate housing providers.

1. Secure and Purchase a Building or House in Deschutes County

Provider will be responsible for locating and purchasing a residence or building to be used to provide housing services. House must have at least 2 rooms that can be used by individuals for housing units beds (suitable for single occupancy, 1-2 rooms that can be used for dorm style shelter style beds for at least 8 people, two full bathrooms and a full kitchen.
2. Provide eight (8) shelter beds at all times to be used by Parole and Probation clients.
 - A. Shelter style beds can be dormitory style with multiple clients in a room that have access to shared common spaces.
 - B. Client utilizing shelter beds may include individuals in any of the following housing situations;
 - i. Stability (1 to 90 days): Individuals who have independent housing options and acceptable personal networks in the near-term but require short-term shelter while those plans are finalized
 - ii. Transition (1-180 days): Individuals transitioning to community from prison/jail with no current independent and acceptable shelter options, but who have an ultimate plan/capability for independent housing or acceptable personal networks.

- 3. Provide two (2) housing unit beds at all times to be used by Parole and Probation clients.
 - A. Housing Units Beds are long term oriented with no specific time restrictions for the client. Client will have their own room with a locking door, and access to bathroom and full use of common areas.
 - B. Client utilizing housing unit beds may include individuals in any of the following housing situations;
 - i. Individuals with limited income insufficient for private rental or housing market and no independent or acceptable other shelter options or personal networks who may require long-term residence.
- 4. Provide housing stability services that includes housing readiness, short-term goal setting around housing, long term housing plans and additional support to help clients find long term stable housing.
- 5. Provide onsite housing management at least 40 hours a week. Preference will be for a live in onsite manager, but we are also open to other options. If house does not have live in onsite manager staff must visit the house at least 5 days a week to include at least Saturday or Sunday.
- 6. County is open to working with a contractor who would like to utilize a location they currently occupy or own (I.E. utilize acquisition funds for remodeling or paying off property). However, same restrictions as outlined in 6. REAL PROPERTY RESTRICTIVE COVENANTS will apply. If used for a property already owned by the provider the property cannot already be providing housing or shelter beds. These funds must be used to increase capacity of beds available in Deschutes County. County is also open to working with a contractor who would like to utilize acquisition funds to help purchase a property that costs more than the allocated acquisitions funds as described above. However, same restrictions as outlined in 6. REAL PROPERTY RESTRICTIVE COVENANTS will apply.
- 7. Preference will be given to providers who can also provide staff that are certified recovery mentors (Recovery Mentors) or who have lived experience with successfully navigating Parole & Probation supervision (however, staff may not currently be on active supervision status).
- 8. Preference will be given to providers who offer ancillary support services that program residents may voluntarily or through their supervision conditions seek, including but not limited to.
 - i. Homelessness prevention, mitigation and transition
 - ii. Sex offender therapy.
 - iii. Cognitive behavioral therapy.
 - iv. Interventions that promote general health and well-being: (i.e. smoking cessation, sexual and reproductive health, yoga, acupuncture);
 - v. Assistance in applying for health insurance and public assistance as needed;
 - vi. Mentor and alumni groups;
 - vii. Substance abuse disorder treatment.
 - viii. Mental and or behavioral health treatment.
- 9. Performance Measures and Outcomes.
 Provider will be required to create and update policies and procedures for operations of this program. This will include but not limited to a referral process, house rules, cleaning requirements, notification processes, data tracking, reporting, and invoicing. These will be designed in consultation with Adult Parole and Probation and must be approved by Adult Parole and Probation before any client(s) move into housing.

6. REAL PROPERTY RESTRICTIVE COVENANTS

Provider will be required at their expense to place a Declaration of Restrictive Covenants on the real property purchased with grant funds. The covenants must restrict use of the property to housing and services as agreed to. The restrictive use period runs from date property is purchased using funds from the grant to December 31, 2034. Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of County. County may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period.

At the end of the Restrictive Use Period provider is able to have free use of the real property.

7. INSTRUCTIONS AND CONDITIONS

Proposals must be signed by an authorized representative. Proposals drafted by a consortium shall include a Memorandum of Understanding (MOU) signed by individuals of each entity choosing to participate. Proposals without an original authorized signature will be rejected.

This RFP does not commit Deschutes County to award a contract or to pay any associated cost. The proposal preparation cost is solely the responsibility of the Provider. All proposals submitted in response to this Request for Proposal (RFP) shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. Deschutes County shall not in any way be liable or responsible for the disclosure of any such records.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Provider agrees to meet all the requirements set forth in the RFP, unless specific exceptions are noted in Attachment 3 (Executive Summary). Deschutes County reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of Deschutes County. Deschutes County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Provider from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Provider.

Deschutes County, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in the County's best interest, all Providers will be notified in writing of the specific reasons for such modification or cancellation.

Deschutes County reserves the right to seek additional proposals beyond the final submission date, if, in Deschutes County's sole discretion, the proposals received do not meet with the approval of Deschutes County.

Proposals must be valid for a minimum of one hundred eighty (180) days from the due date of this RFP.

8. TENTATIVE SCHEDULE OF EVENTS

Providers must follow the instructions and conditions detailed in this RFP. Proposals that do not conform may be excluded from further review.

Deschutes County anticipates that it will announce the results of this RFP process by the end of October 2023. Deschutes County and the selected Provider will then negotiate terms and sign a legally-binding contract. Proposals must be submitted as described above no later than 12:00 pm, on September 25, 2023 ("Due Date"). Proposals received after that time will be considered late and acceptance will be at sole discretion of Deschutes County.

Proposals will not be opened publically. A list of competing providers can be requested 48 hours after submission deadline. A register of all proposals received will be prepared and available for public inspection after a contract is awarded.

August 25 th , 2023	Request for Proposals is released.
September 6 th , 2023	Proposal questions submitted by email. Submit by 12:00pm.
By 5:00pm on September 11 th , 2023	Answers to submitted questions released.
September 27th, 2023	Proposals are due. Must be received before 12:00pm PST
Late September and early October	Proposals scored and narrowed to top three.
First and Second Week of October	Interviews are conducted with top three ranking candidates, if needed.
Third Week of October	Recommendation of selected candidate is forwarded to the Deschutes County Board of County Commissioners. Board considers selection and issuance of Notice of Intent to Award.
November 2023	Contract for services is developed and signed.
November 2023	Contracted services commence.

9. ACCEPTANCE OR REJECTION PROPOSALS

In awarding a contract, Deschutes County will accept and consider the proposal or proposals which, in the estimation of Deschutes County, will best serve the interests of Deschutes County and our clients. Deschutes County reserves the right to award a contract to the Provider whose proposal is most advantageous to Deschutes County based upon the evaluation process and evaluation criteria contained within this RFP. Deschutes County reserves the right to accept or reject any or all proposals. Any proposal which Deschutes County judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between providers may constitute a cause for rejection of any proposals so affected.

10. EQUITY AND INCLUSION

In the provision of all services, Deschutes County values fairness, equity, inclusion, accessibility, diversity and transparency. Provider should work to ensure that participants have access to culturally responsive supervision, treatment and resources based on self-defined racial and ethnic identity, gender identity, sexual orientation and other identities that support each person’s resilience, integrity, wellness and success.

11. SELECTION PROCESS

All proposals will initially be screened by a selection of staff (“review panel”) determined by the Community Justice Department. All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted by the review panel to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet any of these requirements may result in a rejected proposal.

Each proposal that passes the initial review will be evaluated and scored by the review panel. The process may include a panel interview with the County. The review panel will evaluate and score each proposal on the basis of a 100 point scale, using the assigned weights listed below.

Evaluation Criteria	Value
Service Delivery	25 Points
Knowledge, Experience, and Expertise	25 Points
Human-Center Focus and Understanding of Low Barrier	10 Points
Collaboration and Community Awareness	10 Points
Financial Creativity	20 Points
Performance Measures and Deliverables.	10 Points
Total points available	100 Points

Narrative responses to each section of the application, any required attachments and the completed budget forms will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of proposed program design, cost, and expected outcomes. Each evaluation criterion is described in full in Attachment 5.

12. AWARD AND COMMENCEMENT OF WORK

Recommendation for award is contingent upon successful negotiation of the contract and resolution of any protests. The successful Provider shall be required to sign the negotiated contract, which will be in the form and content as approved by Deschutes County.

The final authority to award a contract rests solely with the Deschutes County. The successful Provider shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by Deschutes County. The successful Provider must agree to all terms, insurance coverage provisions, and conditions of the contract with Deschutes County.

If only one proposal is received and it is deemed that such proposal meets requirements for funding, Deschutes County reserves the option to award such entity a contract on a sole-source basis. In the event no proposals are received, or proposals received do not meet requirements for funding under this RFP Deschutes County may designate another qualified entity to operate the program on a sole-source basis. If revisions or additional information to this RFP become necessary, Deschutes County will post the addenda or supplements on the Deschutes County website.

As referenced in Attachment 2 of this RFP, the selected Provider will need to submit evidence of the following insurance requirements prior to execution of the contract:

1. Commercial General Liability "occurrence" coverage, naming **Deschutes County, the State of Oregon, and its officers, agents, employees and volunteers as an additional insured**, in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
2. Professional Liability coverage in the minimum amount of \$1,000,000 combined each occurrence and \$2,000,000 aggregate, for damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two (2) years after the contract work is completed.
3. Commercial Automobile Liability coverage in the minimum amount of \$2,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
4. Workers' Compensation coverage, including a Waiver of Subrogation in full compliance with Oregon statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply with contract requirements once a contract has been awarded will constitute a material breach of the contract and may result in the suspension or termination of the affected contract and debarment from future Deschutes County contracting opportunities for a period not to exceed three (3) years. Other penalties may also apply.

As applicable, the selected Provider shall also submit to Deschutes County prior to contract award the following documents:

- Articles of Incorporation or business license;
- Grievance procedures for participants;
- Handicapped Access Survey;
- Verification of credentials, including education qualifications and professional licenses/certifications, as applicable.

14. SUBMISSION PACKAGE

Applications submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed Application pursuant to this RFP.

1. Copy of signed Proposal Response Form (form should be e-mailed to Trevor Stephens prior to Due Date upon Provider's consideration of participating in this RFP) - **Attachment 1**
2. Signed Acknowledgement of Insurance Requirements – **Attachment 2**
3. Executive Summary: Please complete as directed. **Attachment 3**
4. Narrative Section: Prepare a written response that fully addresses each of the evaluation criteria listed. The narrative must be typed in 12-point font, one-inch margins, 8½" x 11", paginated, on white paper. Narrative section is limited to twenty (20) pages, one-sided. **Attachment 4**
5. Consortium's MOU, (if applicable).

It is the responsibility of the Provider to ensure the proposal is submitted via email by the time and date as specified.

To be considered for this RFP, all proposals submitted must be received no later than 12:00 pm on September 27, 2023 ("Due Date") with one complete application package with signature by email to Trevor.Stephens@deschutes.org. Deschutes County reserves sole discretion to accept or reject any late proposals.

15. ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the Contractor without the express written consent of the County. The granting or withholding of such consent shall be at the County's sole discretion.

16. CLARIFICATION OF RESPONSES

The County or its agents reserve the right to obtain clarification of any point in a Proposer's Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to answer the request for additional information or clarification could result in rejection of the Proposer's response

and/or Proposal.

17. COLLUSION

A Proposer submitting a Proposal hereby certifies that no officer, agent, or employee of the County has a pecuniary interest in the submitted Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

18. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the Request for Proposal, the decision of the County shall be final and binding upon all parties.

19. LOBBYING

Commencing with the issuance of this RFP, Proposers or others acting on their behalf are cautioned not to undertake any activities or actions to promote their proposals. Proposers or others acting on their behalf shall not make direct or indirect (through others) contact with members of the Deschutes County Board of Commissioners, County staff, or others to promote its proposals. Violation of this requirement may, in County's sole discretion, be grounds for disqualifying the Proposer from further consideration.

20. NON-DISCRIMINATION IN EMPLOYMENT

The successful Provider's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, and prohibiting discrimination in employment.

21. PROPOSAL NOT A CONTRACT

Neither this Request for Proposals nor responses to it constitute a contract between the County and the Proposer. The County reserves the right to negotiate specific contract terms with the selected Proposer.

22. VERBAL STATEMENTS NOT BINDING

Statements made by County representatives concerning this Request for Proposal are not binding upon the County unless confirmed in writing by a duly authorized employee/official.

23. STATE AND FEDERAL LAW COMPLIANCE

Provider must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes. As applicable, the successful Provider agrees to comply with all applicable provisions of the County and Oregon public contracting law.

Attachment 1

DESCHUTES COUNTY COMMUNITY JUSTICE DEPARTMENT

REQUEST FOR PROPOSALS FOR

Proposal Response Form

Submit by e-mail to: trevor.stephens@deschutes.org

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Request for Proposal. Submitting this form ensures the Provider will be included in any communications regarding addendums to the RFP or questions being responded to prior to RFP Due Date.

Authorized Signature: _____

Contact Name: _____

Title: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

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

- Per Occurrence
- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

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

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

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

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Deschutes County. I also certify that I carry the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____ Date: _____

Printed Name and Title: _____

Attachment 3 – EXECUTIVE SUMMARY (if consortium, please fill one out for each business entity).

1. Proposer's Legal Name

Firm Name	
Address	
Telephone	

2. Briefly summarize your program design:

--

3. Chief Executive Contact

Name of Chief Executive	
Title	
Telephone	
E-mail Address	

4. Primary Application Contact

Name of Primary Contact	
Title	
Telephone	
E-mail Address	

5. Legal Status Information

Federal Employer Tax Identification or Social Security Number	
Oregon Tax I.D. Number	

An unsigned proposal will be rejected

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by Provider's governing body or other authority to file this proposal. This proposal is submitted as firm and fixed offer valid for one hundred twenty (180) days of the submission date.

Signature: _____

Date: _____

Printed Name and Title: _____

Attachment 4 – Response (Please complete the questions below and attach documents to your response as necessary to provide answer to the following questions. The score for each question is provided at end of questions.

Attachment 4 can be no longer than 20 pages so please limit answers accordingly to ensure it remains within 20 pages.

<p>1. Please describe the structure and philosophy within which you would operate the housing program as outlined in RFP documents if you were awarded the contract. The answer should demonstrate your agency’s experience, knowledge and ability to administer the housing program as described above. The answer should demonstrate the agency’s understanding of the population served and the complex and dynamic issues facing clients on supervision who have no minor contact restrictions or who are required to register as a sex offender.</p>
<p>2. Please describe any past experience your agency has working with justice-involved individuals, including individuals who have restrictive contact conditions or who are required to register as a sex offender.</p>
<p>3. Please explain in detail your agency’s experience in locating an acceptable property for the services as described in the RFP. What have you done in the past? What has worked well? What areas do you anticipate will be challenging?</p>
<p>4. Please describe what process you will use to find a location in Central Oregon. Outline any challenges you anticipate and any strategies you will use to mitigate those. Outline any community notification or feedback process that you will incorporate. Please ensure your process includes accounting for any restrictions that the population may have in terms of distance from locations where minors are located or gather. While not all individuals will meet criteria for strict residential requirements, some may, and the county will only approve property locations that are not near to locations where children are the primary occupants or users (includes, but is not limited to, public and private elementary and secondary schools and licensed childcare centers). Please review ORS 144.641, 144.642, 144.644, and any other applicable laws.</p>

<p>5. Imagine you have found the perfect location for the house you are heading in to sign the papers to complete the purchase. You receive a phone call from an angry neighbor who has learned about the house. What would you tell the neighbor and how would you handle this?</p>
<p>6. Where do you anticipate will be the best location for this house in Deschutes County? Do you have any potential properties in mind?</p>
<p>7. How do you propose to utilize the acquisition funds? Will you buy a new property or will you be seeking permission to utilize something that you already own or something that costs more than the current allocation described above?</p>
<p>8. What do you anticipate being the biggest challenging in finding a location to purchase?</p>
<p>9. What type of staffing/management arrangement are you proposing with this house? Please describe in detail. If a live-in manager will be onsite please describe the requirements for that position and how they will be compensated for those duties. If there will be no live-in manager on site please make sure to clearly outline a schedule that shows at least 40 hours of contact with the house 5 days a week include Sat and/or Sun.</p>
<p>10. The grant provides initial funds to purchase the house, furnish it, and provide initial startup costs. It does not include funds for operational expenses year to year. How do you propose funding the operations of this service each year? At the end of the 10-year restrictive use period the house will belong to the awarded provider without any further restrictions. Do you anticipate utilizing equity in the home to fund operations? How do you anticipate this changing over time until the end of the restrictive use period? Please include a breakdown of how you would utilize the funds described above.</p>

<p>11. What cost if any do you propose you will need to charge to Adult Parole and Probation for ongoing operational costs?</p>
<p>12. Clients utilizing the housing/bed services will have differing abilities to pay. How do you propose handling clients who have funds to pay and those who do not have funds to pay? What type of client billing/funding structure would you anticipate putting in place to ensure the services meet the needs as outlined in the RFP? What is your experience with locating public housing assistance for clients in similar programs?</p>
<p>13. What housing stability services as described in 4 under <u>5. SCOPE OF SERVICES</u> in the RFP do you anticipate offering and how will you structure these services?</p>
<p>14. What ancillary services do you anticipate offering?</p>
<p>15. How will you manage clients that are in different places in terms of their readiness to change (pre-contemplative versus a client in action stage) Also clients that are in different housing status and housing stability (for example shelter beds versus housing beds)? What challenges do you anticipate? How will you mitigate these challenges?</p>
<p>16. What is your agency's understanding of how social identities and community belonging impact a person's life, including their journey through the justice system? Social identities are those aspects of a person's identity or description either self-selected or socially determined such as gender, race, ethnicity, sexual orientation, geographic, linguistic or culture.</p>

17. What does your agency do to recognize, honor and support social identities and community belonging that are important and impactful to your clients?
18. What are features of your housing program that will recognize, honor and support the diverse social identities and community belonging of residents?
19. What behavior or outcomes would you define as a success for clients in a Shelter bed?
20. What behavior or outcomes would you define as a “needs improvement” for clients in a Shelter bed?
21. What behavior or outcomes would you define as a success for clients in a Housing Bed?
22. What behavior or outcomes would you define as a “needs improvement” for clients in a Housing Bed?
23. Please identify any key performance measures that you would envision with this contract and explain how you would measure them and define success. Do you currently have any performance measures your track internally and is so what mechanism do you use to track them?
24. Please describe anything additional that you believe will help us in making a decision on awarding the contract.

Attachment 5 – Evaluation Criteria

Evaluation Criteria	Value
Service Delivery: Ability of the proposer to provide services as detailed in the RFP.	25 Points
Knowledge, Experience, and Expertise: Proposers knowledge, past experience, and staff.	25 Points
Human-Centered Focus and Understanding of Low Barrier from proposal: Proper’s responses clearly articulate an understanding of client focus and low barrier.	10 Points
Collaboration and Community Awareness: proposal clearly reflects an understanding of the complexity around the project and siting a location. Proposal clearly shows an ability to collaborate with County and community stakeholders as necessary.	10 Points
Financial Creativity: creativity around solutions to fund project.	20 Points
Performance Measures and Deliverables: proposal outlines some key output and outcome measures and reflects an understanding of needing to make data informed decisions.	10 Points
Total points available	100 Points



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 25, 2023

SUBJECT: Preparation for Public Hearing: Historic Landmarks Commission Amendments

RECOMMENDED MOTION:

None

BACKGROUND AND POLICY IMPLICATIONS:

Staff will conduct a work session to prepare the Board for a public hearing on November 1st concerning legislative text amendments to Deschutes County Code (DCC), Title 2, Administration, Chapter 2.28, Historic Preservation and Historic Landmarks Commission and to Chapter 2 of the Deschutes County Comprehensive Plan. The primary purpose of the amendments is to provide the option to suspend the Historic Landmarks Commission (HLC) upon Board order, and for review authority as described in DCC 2.28 to be vested in the Planning Divisions of Deschutes County or the City of Sisters as applicable. The amendments retain the ability for the Historic Landmarks Commission to be reinstated at any time.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, AICP, Senior Planner



MEMORANDUM

DATE: October 23, 2023

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, AICP, Senior Planner

RE: Preparation for Public Hearing: Historic Landmarks Commission Amendments

Staff is conducting a work session to prepare the Board of County Commissioners (Board) for a November 1 public hearing concerning legislative text amendments to Deschutes County Code (DCC), Title 2, Administration, Chapter 2.28, Historic Preservation and Historic Landmarks Commission and to Chapter 2 of the Deschutes County Comprehensive Plan. The primary purpose of the amendments is to provide the option to suspend the Historic Landmarks Commission (HLC) upon Board order, and for review authority as described in DCC 2.28 to be vested in the Planning Divisions of Deschutes County or the City of Sisters as applicable. The amendments retain the ability for the Historic Landmarks Commission to be reinstated at any time by the Board of County Commissioners (Board). As detailed below, the Historic Landmarks Commission has been experiencing a slowdown in activity and currently lacks a quorum. Staff provided an update to the Board and received direction to proceed on August 30, 2023. 35-day Post-Acknowledgement Plan Amendment (PAPA) notice was provided to the Department of Land Conservation and Development (DLCD) On September 27, 2023. A work session was held with the Planning Commission on October 12, 2023.¹ A public hearing before the Board is scheduled for November 1, 2023.

A. Historic Preservation and County Code

Historic resources are recognized by Statewide Planning Goal 5, Natural Resources, Scenic Views and Historic Areas and Open Spaces, and Oregon Administrative Rule (OAR) 660-023-0200. The Statewide Goal and OAR require basic protections for sites listed on the National Register of Historic Places and recommend the County to inventory and protect other historic or cultural sites.

The Board of County Commissioners (Board) adopted Ordinance PL-21 on September 17, 1980 to establish the Deschutes County Historic Landmarks Commission and create a process to evaluate, designate and regulate historic resources throughout the rural county. The resulting local inventory

¹ <https://www.deschutes.org/bc-pc/page/planning-commission-41>

of historical resources and National Register of Historic Places can be found in the County Comprehensive Plan. Deschutes County Code (DCC) Chapter 2.28 – Historic Preservation and Historic Landmarks Commission – provides procedures for protecting designated local and National Register historic resources. Chapter 2.28 also provides the basis for the establishment and duties of the Historic Landmarks Commission.

B. HLC Overview

Since 2011, the HLC has served as an advisory body for issues concerning historic and cultural resources for unincorporated Deschutes County and the City of Sisters and reviews development applications for alterations to designated historic sites and structures. The cities of Redmond and Bend have independent historic preservation review bodies. The Deschutes County Comprehensive Plan Section 2.11 Cultural and Historic Resources and Deschutes County Code (DCC) Chapter 2.28, Historic Preservation and Historic Landmarks Commission, establish the legal basis for the HLC.

Deschutes County, together with Sisters, is a Certified Local Government (CLG). The Certified Local Government program is designed to promote historic preservation at the local level. It is a federal program (National Park Service) that is administered by the Oregon State Historic Preservation Office (SHPO). Local governments must meet certain qualifications to become "certified" and thereby qualify to receive federal grants through SHPO and additional technical assistance. These requirements include:

- Establish a historic preservation commission;
- Pass a preservation ordinance that outlines how the local government will address historic preservation issues;
- Agree to participate in updating and expanding the state's historic building inventory program;
- Agree to review and comment on any National Register of Historic Places nominations of properties within the local government boundaries.

CLGs are eligible for non-competitive grants that fund work that supports the promotion of historic preservation including surveys, nominations to the National Register of Historic Places, public education, training, etc. The grants, which require a 50/50 in-kind match, have typically been in the \$5,000-\$15,000 range in recent years. Deschutes County has applied for and received CLG grants since 2009. Most recently, Deschutes County HLC applied and was approved for a smaller grant amount (\$5,500) owing to capacity issues and lack of projects that fit the grant funding parameters.

Until recently, the HLC had five voting members and one ex-officio member. In spring of 2023, two committee members—including the then-Chair—resigned and another, longtime Commissioner Sharon Leighty, passed away. Staff initiated recruitments for all three positions to coincide with May Preservation Month. Low interest caused staff to extend the recruitment one month until the end of June, and then again until August 15. Recruitments were posted on the HLC website and social media, the CDD e-newsletter, and promoted via staff's professional networks. Ultimately only two applications were submitted for the three open positions.

It has become increasingly apparent that there is not currently robust interest in the HLC to keep it sustainable. This is not for a lack of residents' appreciation of the rich history of Deschutes County, or for a lack of historic resources; however, the structure and role of the HLC does have some inherent limitations. County historic sites are generally spread out, often more difficult to access, and lack the "critical mass" of historic sites that cities can offer, an example being a downtown historic district. Most historic sites are private property and require owner consent to either nominate, rehabilitate, or provide access. As such, Deschutes County has not reviewed a property for the nomination of a local historic resource in several decades.²

Recently, the HLC has focused on being a "connector," directing people to sources of potential grant funds, education, processes, or local resources, since the HLC lacks the ability to directly participate in (or fund) physical rehabilitation. CLG grant funds have recently been used either directly by the City of Sisters (last year's primary project was to update its StoryMap of historic resources, for instance) or for staff time in developing guiding documents such as the Strategic Plan and the Policies and Procedures Manual. Participation in May Preservation Month has been limited for various reasons, with the brunt of the planning being undertaken by local groups such as the Deschutes County Historical Society and Three Sisters Historical Society & Museum, both of which have reputations for lively and informative events, workshops, and tours.

C. Legislative Proposal

Given this trajectory and the constraints noted above, staff offered the following path for Board consideration at a work session on August 30, 2023. The Board supported moving forward through a public process for proposed legislative amendments (Attachment 1), which include the following:

- Suspend the Historic Landmarks Commission as it currently exists.
- Amend DCC Chapter 2.28 to allow suspension of the HLC by Board order. In this scenario, review of alterations to historic resources or nominations of local significance is vested in the Planning Division. Review of alterations of historic sites or structures would be processed as a land use decision; local nominations of historic sites would be processed legislatively, starting with the Planning Commission.
- DCC Chapter 2.28 retains its references to the HLC with an amendment acknowledging that if the HLC is not appointed, review authority rests with the Planning Division.
- Deschutes County/Sisters would no longer be a CLG and therefore would not be eligible for CLG funding. For this grant cycle, no funding has yet been spent and staff would coordinate with SHPO to ensure compliance.
- Amend Policy 2.11 of the current Comprehensive Plan to acknowledge this path. In addition, staff recognizes that the new draft Comprehensive Plan, which is scheduled for its first hearing before the Planning Commission on October 26, may require additional amendments to align with the proposed changes of this proposal.

² Since 2011, there have been three successful nominations to the National Register of Historic Places: Deedon Homestead, Pilot Butte Canal Historic District, and Central Oregon Canal Historic District.

- Going forward, the City of Sisters would need to address their own responsibilities as it pertains to their historic structures.
- In the future, if the community galvanizes and expresses support for appointing an HLC, staff can coordinate with the Board during CDD’s annual workplan to discuss the opportunity.
- In a separate section, the amendments remove DCC 2.28(new B)(5) that refers to the selection of a commissioner representing the Pioneer Association. The Pioneer Association is no longer a separate not-for-profit Oregon entity and as such this provision is no longer applicable.

D. Next Steps

The Board is scheduled to hold a public hearing on the proposed amendments on November 1, 2023, to be followed by deliberations as directed by the Board.

Staff recognizes the knowledge and commitment of its past and current Historic Landmarks Commissioners, and greatly appreciates the expertise those individuals have chosen to bring to the Deschutes County community.

Attachments:

- Draft Amendments
- Draft Findings

CHAPTER 2.28 HISTORIC PRESERVATION AND HISTORIC LANDMARKS COMMISSION

2.28.040 Administration

* * *

2.28.040 Administration

A. ~~The Board may suspend the Landmarks Commission at any time, pursuant to Board Order. Review authority under this Chapter shall be vested in the Planning Divisions of Deschutes County or the City of Sisters, as applicable, during any time the Landmarks Commission is suspended by the Board.~~

A-B. The Landmarks Commission is composed of five voting and an undetermined number of ex-officio members.

- 1. The voting members must reside within the County.
- 2. The membership of the Landmarks Commission shall, to the extent possible, be representative of the various geographic areas of the County.
- 3. The Mayor of Sisters may appoint one Commissioner to represent the City of Sisters or delegate it to Deschutes County.
- 4. The Board shall appoint at least four Landmarks Commissioners.

~~5. Upon recommendation of the Deschutes County Pioneer Association, the Board shall appoint one representative from the Deschutes County Pioneer Association as one of the four Landmarks Commissioners.~~

6-5. If the City of Sisters delegates their appointment to Deschutes County, the Board shall appoint a fifth Landmarks Commissioner.

7-6. The ex-officio members shall be appointed by the Board.

B-C. Landmarks Commissioners: To the extent they are available, at least some of the commission members should meet professional qualifications in the disciplines of history, architecture, architectural history, archaeology, or related fields.

C-D. Landmarks Commissioners serve four-year terms. Any vacancy occurring in a position for any reason other than expiration of a term shall be filled by appointment for the remainder of the term.

D-E. Ex-Officio Members.

- 1. In addition to the five voting members, there shall be an undetermined number of Commissioners called "ex officio members" who will act in a non-voting, advisory capacity to the Landmarks Commission and County staff.

- 2. These ex officio members shall not be entitled to vote and are not required to reside within Deschutes County.
- 3. These persons shall be representative of organizations including, but not limited to, the United States Forest Service, United States Bureau of Land Management, the County building division, the American Institute of Architects, the Confederated Tribes of Warm Springs, Bums Paiute Tribe, and Klamath Tribes.

~~E.F.~~ The officers of the Landmarks Commission shall consist of a chairperson and vice-chairperson, each elected by a majority vote of the Commission.

~~F.G.~~ The regular time, place and manner of notice of meetings shall be fixed by rules of the Landmarks Commission. However, the Landmarks Commission shall meet at least on a quarterly basis.

~~G.H.~~ _____ The Landmarks Commission shall submit an annual report to the Board.

~~H.I.~~ Any clerical and staff assistance necessary shall be provided by the County Planning Division staff or as otherwise delegated by the Board.

~~I.J.~~ The Landmarks Commission shall serve as a hearings body for matters concerning Significant Historic Resources within the County and the City of Sisters.

~~J.K.~~ The Landmarks Commission shall serve as the initial hearings body for matters concerning applications to designate a historic resource as a Locally Significant Historic Resource. The Board of County Commissioners shall consider the decision of the Landmarks Commission and serve as the final hearings body.

~~K.L.~~ The Landmarks Commission shall review nominations to the National Register of Historic Places at the direction of the State Historic Preservation Office.

~~L.M.~~ _____ The Landmarks Commission may act upon requests by any community member, by owners of structures, objects, districts, or sites, or on its own motion concerning the designation of particular districts, objects, or sites.

~~M.N.~~ _____ The Landmarks Commission shall have authority to inspect or investigate any district, structure, object or site in the County which it is requested to designate, or which it has reason to believe is an architectural and/or historical landmark.

~~N.O.~~ _____ The Landmarks Commission shall review all information which it has and shall hold hearings as prescribed in DCC 22.24.050 through 22.24.190.

~~O.P.~~ The Landmarks Commission shall have authority to coordinate historical preservation programs of the county, state and federal governments, as they relate to property within the County.

~~P.Q.~~ The Landmarks Commission may recommend to the Board or the State Legislature any changes of law which it finds appropriate.

~~Q.R.~~ _____ Current Resource.

1. The Landmarks Commission shall compile and maintain a current Resource List that includes the applicable tax lots and addresses, the date of designation, and a brief description of the resource and reasons for inclusion.
2. Disclosure of the locations and descriptions of designated Archaeological Resources are subject to appropriate state and federal laws.

~~R.S.~~ The Landmarks Commission shall notify all owners of a historic resource recommended for designation of such recommendation. The historic resource will not be approved for a historic designation unless the property owners at the time of designation support the local designation of their property as a Locally Significant Historic Resource.

~~S.T.~~ The Landmarks Commission shall have authority to take such steps as it finds appropriate or necessary to make available to the public information concerning its activities and various Historic Resources to be designated pursuant to DCC 2.28.

~~T.U.~~ The Landmarks Commission shall perform such other duties relating to historical matters as the Board of County Commissioners may request.

~~U.V.~~ Landmark Commissioners shall serve without compensation.

~~V.W.~~ _____ The Landmark Commission shall support the enforcement of all federal and state laws relating to the protection of National Register Resources, Archaeological Sites, and Archaeological Objects regardless if they are designated to the Resource List.

HISTORY

- Adopted by Ord. [PL-21](#) §2,3 on 9/17/1980*
- Amended by Ord. [88-008](#) §§3, 4 and 5 on 1/27/1988*
- Amended by Ord. [95-027](#) §1 on 5/17/1995*
- Amended by Ord. [2005-029](#) §1 on 6/6/2005*
- Amended by Ord. [2010-019](#) §1 on 8/23/2010*
- Amended by Ord. [2012-003](#) §1 on 3/14/2012*
- Amended by Ord. [2012-001](#) §1 on 4/4/2012*
- Amended by Ord. [2020-006](#) §5 on 11/10/2020*
- [Amended by Ord. 2023-xxx §x on xx/xx/2023](#)*

Section 2.11 Cultural and Historic Resources Policies

Goal and Policies

Goal I Promote the preservation of designated historic and cultural resources through education, incentives and voluntary programs.

- Policy 2.11.1 The Historic Landmarks Commission shall take the lead in promoting historic and cultural resource preservation as defined in DCC 2.28.
- a. Support incentives for private landowners to protect and restore historic resources.
 - b. Support the Historic Landmarks Commission to promote educational programs to inform the public of the values of historic preservation.
 - c. Support improved training for the Historic Landmarks Commission.

- Policy 2.11.2 Coordinate cultural and historic preservation with the Oregon State Historic Preservation Office.
- a. Maintain Deschutes County as a Certified Local Government when the Historic Landmarks Commission is not suspended.
 - b. Encourage private property owners to coordinate with the State Historic Preservation Office.

- Policy 2.11.3 Encourage the preservation of lands with significant historic or cultural resources.
- a. Develop and maintain a comprehensive list of sites on the National Register of Historic Places.
 - b. Review County Code and revise as needed to provide incentives and adequate regulations to preserve sites listed on the Statewide Goal 5 historic and cultural inventory.

Policy 2.11.4 Goal 5 historic inventories, ESEEs and programs are retained and not repealed, except for the amendment noted in Ordinance 2011-003

Section 5.12 Legislative History

Background

This section contains the legislative history of this Comprehensive Plan.

Table 5.12.1 Comprehensive Plan Ordinance History

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

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

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

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

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

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

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

2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener’s Error in Ord. 2020-022
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-010	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-013	12-14-22/03-14-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-29-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	09-13/23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
<u>2023-xxx</u>	<u>TBD</u>	<u>2.11, 23.01.010</u>	<u>Comprehensive Plan Text Amendment to acknowledge Board option to suspend Historic Landmarks Commission</u>

TITLE 23 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

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

- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.
- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.

AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.

AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.

AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.

AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.

AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.

AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.

AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.

AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.

AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.

AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.

AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.

AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.

AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.

AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.

AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.

AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.

AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.

AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.

BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.

BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.

BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010, are incorporated by reference herein

[BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-xxx, are incorporated by reference herein](#)

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

HISTORY

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

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

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

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

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

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

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

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

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

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

Amended by Ord. [2013-012](#) §1 on 8/8/2013

Amended by Ord. [2013-007](#) §1 on 8/28/2013

Amended by Ord. [2014-005](#) §2 on 2/26/2014

Amended by Ord. [2014-006](#) §2 on 3/15/2014

Amended by Ord. [2014-012](#) §1 on 8/6/2014

Amended by Ord. [2014-021](#) §1 on 11/26/2014

Amended by Ord. [2015-029](#) §1 on 11/30/2015

Amended by Ord. [2015-010](#) §1 on 12/21/2015

Amended by Ord. [2015-021](#) §1 on 2/22/2016

Amended by Ord. [2015-018](#) §1 on 3/28/2016

Amended by Ord. [2016-001](#) §1 on 4/5/2016

Amended by Ord. [2016-022](#) §1 on 9/28/2016

Repealed & Reenacted by Ord. [2016-027](#) §1, 2 on 12/28/2016

Amended by Ord. [2016-005](#) §1 on 2/27/2017

Amended by Ord. [2016-029](#) §1 on 3/28/2017
Amended by Ord. [2017-007](#) §1 on 11/1/2017
Amended by Ord. [2018-002](#) §1 on 1/25/2018
Amended by Ord. [2018-005](#) §2 on 10/10/2018
Amended by Ord. [2018-008](#) §1 on 10/26/2018
Amended by Ord. [2018-006](#) §1 on 11/20/2018
Amended by Ord. [2018-011](#) §1 on 12/11/2018
Amended by Ord. [2019-004](#) §1 on 3/14/2019
Amended by Ord. [2019-003](#) §1 on 3/14/2019
Amended by Ord. [2019-002](#) §1 on 4/2/2019
Amended by Ord. [2019-001](#) §1 on 4/16/2019
Amended by Ord. [2019-010](#) §1 on 5/8/2019
Amended by Ord. [2019-011](#) §1 on 5/17/2019
Amended by Ord. [2019-006](#) §1 on 6/11/2019
Amended by Ord. [2019-019](#) §2 on 12/11/2019
Amended by Ord. [2020-001](#) §26 on 4/21/2020
Amended by Ord. [2020-003](#) §1 on 5/26/2020
Amended by Ord. [2020-002](#) §1 on 5/26/2020
Amended by Ord. [2020-008](#) §5 on 9/22/2020
Amended by Ord. [2020-007](#) §1 on 10/27/2020
Amended by Ord. [2020-006](#) §1 on 11/10/2020
Amended by Ord. [2020-009](#) §4 on 11/17/2020
Amended by Ord. [2020-013](#) §1 on 11/24/2020
Amended by Ord. [2021-002](#) §3 on 4/27/2021
Amended by Ord. [2021-005](#) §1 on 6/16/2021
Amended by Ord. [2021-008](#) §1 on 6/30/2021
Amended by Ord. [2022-001](#) §2 on 7/12/2022
Amended by Ord. [2022-003](#) §2 on 7/19/2022
Amended by Ord. [2022-006](#) §2 on 7/22/2022
Amended by Ord. [2022-010](#) §3 on 10/25/2022
Amended by Ord. [2023-001](#) §19 on 5/30/2023
Amended by Ord. [2023-010](#) §3 on 9/19/2023
Amended by Ord. [2023-xxx](#) §x on x/x/2023



FINDINGS

I. PROPOSAL

This is a legislative text amendment to Deschutes County Code (DCC), Title 2, Administration, Chapter 2.28, Historic Preservation and Historic Landmarks Commission and to Chapter 2 of the Deschutes County Comprehensive Plan. The primary purpose of the amendments is to provide the option to suspend the Historic Landmarks Commission (HLC) upon Board order, and for review authority as described in DCC 2.28 to be vested in the Planning Divisions of Deschutes County or the City of Sisters as applicable. The amendments retain the ability for the Historic Landmarks Commission to be reinstated at any time by the Board of County Commissioners (Board).

II. BACKGROUND

A. Historic Preservation and County Code

Historic resources are recognized by Statewide Planning Goal 5, Natural Resources, Scenic Views and Historic Areas and Open Spaces, and Oregon Administrative Rule (OAR) 660-023-0200. The Statewide Goal and OAR require basic protections for sites listed on the National Register of Historic Places and recommend the County to inventory and protect other historic or cultural sites.

The Board of County Commissioners (Board) adopted Ordinance PL-21 on September 17, 1980 to establish the Deschutes County Historic Landmarks Commission and create a process to evaluate, designate and regulate historic resources throughout the rural county. The resulting local inventory of historical resources and National Register of Historic Places can be found in the County Comprehensive Plan. Deschutes County Code (DCC) Chapter 2.28 – Historic Preservation and Historic Landmarks Commission – provides procedures for protecting designated local and National Register historic resources. Chapter 2.28 also provides the basis for the establishment and duties of the Historic Landmarks Commission.

B. HLC Overview

Since 2011, the HLC has served as an advisory body for issues concerning historic and cultural resources for unincorporated Deschutes County and the City of Sisters and reviews development applications for alterations to designated historic sites and structures. The cities of Redmond and Bend have independent historic preservation review bodies. The Deschutes County Comprehensive

Plan Section 2.11 Cultural and Historic Resources and Deschutes County Code (DCC) Chapter 2.28, Historic Preservation and Historic Landmarks Commission, establish the legal basis for the HLC.

Deschutes County, together with Sisters, is a Certified Local Government (CLG). The Certified Local Government program is designed to promote historic preservation at the local level. It is a federal program (National Park Service) that is administered by the Oregon State Historic Preservation Office (SHPO). Local governments must meet certain qualifications to become "certified" and thereby qualify to receive federal grants through SHPO and additional technical assistance. These requirements include:

- Establish a historic preservation commission;
- Pass a preservation ordinance that outlines how the local government will address historic preservation issues;
- Agree to participate in updating and expanding the state’s historic building inventory program;
- Agree to review and comment on any National Register of Historic Places nominations of properties within the local government boundaries.

CLGs are eligible for non-competitive grants that fund work that supports the promotion of historic preservation including surveys, nominations to the National Register of Historic Places, public education, training, etc. The grants, which require a 50/50 in-kind match, have typically been in the \$5,000-\$15,000 range in recent years. Deschutes County has applied for and received CLG grants since 2009. Most recently, Deschutes County HLC applied and was approved for a smaller grant amount (\$5,500) owing to capacity issues and lack of projects that fit the grant funding parameters.

Until recently, the HLC had five voting members and one ex-officio member. In spring of 2023, two committee members—including the then-Chair—resigned and another, longtime Commissioner Sharon Leighty, passed away. Staff initiated recruitments for all three positions to coincide with May Preservation Month. Low interest caused staff to extend the recruitment one month until the end of June, and then again until August 15. Recruitments were posted on the HLC website and social media, the CDD e-newsletter, and promoted via staff’s professional networks. Ultimately only two applications were submitted for the three open positions.

It has become increasingly apparent that there is not currently robust interest in the HLC to keep it sustainable. This is not for a lack of residents’ appreciation of the rich history of Deschutes County; however, the structure and role of the HLC does have some inherent limitations. County historic sites are generally spread out, often more difficult to access, and lack the “critical mass” of historic sites that cities can offer, an example being a downtown historic district. Most historic sites are private property and require owner consent to either nominate, rehabilitate, or provide access. As such, Deschutes County has not reviewed a property for the nomination of a local historic resource in several decades.¹

¹ Since 2011, there have been three successful nominations to the National Register of Historic Places: Deedon Homestead, Pilot Butte Canal Historic District, and Central Oregon Canal Historic District.

Recently, the HLC has focused on being a “connector,” directing people to sources of potential grant funds, education, processes, or local resources, since the HLC lacks the ability to directly participate in (or fund) physical rehabilitation. CLG grant funds have recently been used either directly by the City of Sisters (last year’s primary project was to update its StoryMap of historic resources, for instance) or for staff time in developing guiding documents such as the Strategic Plan and the Policies and Procedures Manual. Participation in May Preservation Month has been limited for various reasons, with the brunt of the planning being undertaken by local groups such as the Deschutes County Historical Society and Three Sisters Historical Society & Museum, both of which have reputations for lively and informative events, workshops, and tours.

Given this trajectory and the constraints noted above, staff offered the following path for Board consideration at a work session on August 30, 2023. The Board supported moving forward through a public process for proposed legislative amendments, which include the following:

- Disband the Historic Landmarks Commission as it currently exists.
- Amend DCC Chapter 2.28 to allow suspension of the HLC by Board order. In this scenario, review of alterations to historic resources or nominations of local significance is vested in the Planning Division. Review of alterations of historic sites or structures would be processed as a land use decision; local nominations of historic sites would be processed legislatively, starting with the Planning Commission.
- DCC Chapter 2.28 retains its references to the HLC with an amendment acknowledging that if the HLC is not appointed, review authority rests with the Planning Division.
- Deschutes County/Sisters would no longer be a CLG and therefore would not be eligible for CLG funding. For this grant cycle, no funding has yet been spent and staff would coordinate with SHPO to ensure compliance.
- Amend Policy 2.11 of the current Comprehensive Plan to acknowledge this path.
- Going forward, the City of Sisters would need to address their own responsibilities as it pertains to their historic structures.
- In the future, if the community galvanizes and expresses support for appointing an HLC, staff can coordinate with the Board during CDD’s annual workplan to discuss the opportunity.
- In a separate section, the amendments remove DCC 2.28(new B)(5) that refers to the selection of a commissioner representing the Pioneer Association. The Pioneer Association is no longer a separate not-for-profit Oregon entity and as such this provision is no longer applicable.

III. REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 22 or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating one, the County bears the

responsibility for justifying that the amendments are consistent with Statewide Planning Goals and its existing Comprehensive Plan.

IV. FINDINGS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

FINDING: The Planning Commission reviewed the proposed amendments on October 12, 2023. The Board of County Commissioners will hold a public hearing on November 1, 2023. This criterion will be met.

Section 22.12.020, Notice

Notice

A. Published Notice

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

FINDING: This criterion will be met as notice was published in the Bend Bulletin newspaper for the Board of County Commissioners' public hearing.

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

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

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

FINDING: The Planning Division mailed notice to all property owners with a designated historic or cultural resource on their property. This criterion is met.

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

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

Section 22.12.030 Initiation of Legislative Changes.

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

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

Section 22.12.040. Hearings Body

- A. *The following shall serve as hearings or review body for legislative changes in this order:***
 - 1. *The Planning Commission.***
 - 2. *The Board of County Commissioners.***

- B. *Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

FINDING: The Deschutes County Planning Commission reviewed the proposed amendments on October 12, 2023. The Board then held a public hearing on November 1, 2023. These criteria are met.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes will be implemented by Ordinance No. [number TBD] upon approval and adoption by the Board of County Commissioners. This criterion will be met.

STATEWIDE PLANNING GOALS AND GUIDELINES

Goal 1: Citizen Involvement: The amendments do not propose to change the structure of the County’s citizen involvement program. Notice of the proposed amendments was provided to the *Bulletin* for the Board public hearing, and the Planning Commission, which acts as the citizen involvement committee for Deschutes County, reviewed the proposed amendments at a work session. This goal is met.

Goal 2: Land Use Planning: This goal is met because ORS 197.610 allows local governments to initiate post acknowledgment plan amendments (PAPA). An Oregon Land Conservation and Development Department 35-day notice was initiated on September 27, 2023. The Planning Commission reviewed the amendments at a work session on October 12, 2023 and the Board of County Commissioners held a public hearing on November 1, 2023. The Findings document provides the adequate factual basis for the amendments.

Goal 3: Agricultural Lands and Goal 4, Forest Lands: No changes related to agricultural or forest lands are proposed as part of the text amendments. The proposed amendments impact the administration of historic resource protection; they do not modify allowed uses or where uses can be located. This goal does not apply.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources: The proposed amendments address the administration of historic resource protection, giving the option of review by the Planning Division if the Historic Landmarks Commission is suspended at the time. The protections themselves and the list of resources remain unchanged and remain in compliance with the State Historic Preservation Rule under Goal 5, OAR 660-023-0200. More specifically, OAR 660-023-0200 (5)(b) states "Local governments may delegate the determination of locally significant historic resources to a local planning commission or historic resources commission." This goal is met.

Goal 6: Air, Water and Land Resources Quality and Goal 7, Natural Hazards: The proposed text amendments do not propose changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 6. The County has proposed amendments that address the administration of historic resource preservation; the historic preservation ordinance does not regulate uses or where a structure can be located. No development or land use changes are proposed that impact air, water and land resource qualities or natural hazards. Thus, Goal 6 is not applicable.

Goal 8: Recreational Needs: This Goal is not applicable because the County is proposing amendments to the County's administration of historic preservation. No development or land use changes are being proposed that impact lands designated with recreational resources.

Goal 9: Economic Development: This Goal is not applicable because the proposed amendments do not impact the ability of cities or counties to have enough land available to realize economic growth and development opportunities. The amendments pertain to the administration of historic preservation.

Goal 10: Housing: This goal is not applicable because unlike municipalities, unincorporated areas are not obligated to fulfill certain housing requirements.

Goal 11: Public Facilities and Services: This goal is not applicable because the County is proposing amendments to the administration of historic preservation. No development or land use changes are being proposed that impact public facilities.

Goal 12: Transportation: This Goal is not applicable because the County is proposing amendments to the administration of historic preservation. No development or land use changes are being proposed that impact transportation facilities.

Goal 13: Energy Conservation: This Goal is not applicable because the County is proposing amendments to the administration of historic preservation. No development or land use changes are being proposed that impact energy conservation.

Goal 14: Urbanization: The purpose of Goal 14 is to direct urban uses to areas inside UGBs. As the proposed amendments do not seek to allow urban uses on rural land, nor do they seek to expand an existing urban growth boundary, this goal does not apply.

Goals 15 through 19: Deschutes County does not contain any of the relevant land types included in Goals 15-19. Therefore these goals do not apply.

OAR 660-023 PROCEDURES AND REQUIREMENTS FOR COMPLYING WITH GOAL 5

OAR 660-023-0200 Historic Preservation Rule

(2) Relationship of Historic Resource Protection to the Standard Goal 5 Process.

(a) Local governments are not required to amend acknowledged plans or land use regulations in order to provide new or amended inventories, resource lists or programs regarding historic resources, except as specified in section (8). Local governments are encouraged to inventory and designate historic resources and must adopt historic preservation regulations to protect significant historic resources.

FINDING: Deschutes County has an adopted historic preservation ordinance.² The purpose of the proposed amendments is to provide an option for Planning Division review pursuant to DCC 2.28 if the Historic Landmarks Commission is suspended by Board order.

(b) The requirements of the standard Goal 5 process in OAR 660-023-0030 through 660-023-0050, in conjunction with the requirements of this rule, apply when local governments choose to amend acknowledged historic preservation plans and regulations.

(c) Local governments are not required to apply the ESEE process pursuant to OAR 660-023-0040 in order to determine a program to protect historic resources.

FINDING: The County’s response to the requirements of the standard Goal 5 process in OAR 660-023-0030 through 660-023-0050 are provided below.

OAR 660-023-0030

This section speaks to the inventory process to locate, evaluate, and potential adoption of significant resources. The proposed amendments are unique in regard to this section because they are intended to address the administration of the County’s historic preservation code. There will be no collection or survey of potential resources because the County already has an adopted historic or cultural resource list.³ Thus, there is no need to evaluate potential resources for their significance. The adopted resource list has already been deemed significant. The proposed amendments seek

² See DCC 2.28

³ Comprehensive Plan Section 5.9

to amend the historic preservation ordinance to apply changes to the administration of the historic preservation code, not change the Goal 5 resources themselves.

OAR 660-023-0040

Not applicable as provided above in (c).

OAR 660-023-0050

This section speaks to the various programs to achieve Goal 5 and refers to OAR 660-023-0040. This section is not applicable because the proposed amendments do not modify conflicting uses. The amendments pertain to the administration of historic preservation.

(3) Comprehensive Plan Contents. Local comprehensive plans should foster and encourage the preservation, management, and enhancement of significant historic resources within the jurisdiction in a manner conforming with, but not limited by, the provisions of ORS 358.605. In developing local historic preservation programs, local governments should follow the recommendations in the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation, produced by the National Park Service. Local governments should develop a local historic context statement and adopt a historic preservation plan and a historic preservation ordinance in conjunction with inventorying historic resources.

FINDING: The County has maintained policies and provisions to encourage historic preservation since 1980 (i.e., a historic preservation ordinance). The County’s historic preservation ordinance is in compliance with ORS 358.605, which speaks to the importance of preventing the destruction of historic or cultural resources and the recommended development of preservation plans. The County’s historic preservation ordinance requires coordinated review with the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation. This requirement does not change in the proposed amendments. While the County does not have a formally adopted local historic context statement, it is not a requirement in this situation.

(4) Inventorying Historic Resources. When a local government chooses to inventory historic resources, it must do so pursuant to OAR 660-023-0030, this section, and sections (5) through (7). Local governments are encouraged to provide opportunities for community-wide participation as part of the inventory process. Local governments are encouraged to complete the inventory in a manner that satisfies the requirements for such studies published by the Oregon State Historic Preservation Office and provide the inventory to that office in a format compatible with the Oregon Historic Sites Database.

(5) Evaluating and Determining Significance...

FINDING: The County is not proposing to inventory historic resources and, thus, is not required to evaluate or determine the significance of a resource. The proposed amendments pertain to the administration of historic preservation.

(6) Designating Locally Significant Historic Resources...

FINDING: The County is not proposing to designate a Locally Significant Historic Resource. The proposed amendments pertain to the administration of historic preservation.

(7) Historic Resource Protection Ordinances. Local governments must adopt land use regulations to protect locally significant historic resources designated under section (6). This section replaces OAR 660-023-0050. Historic protection ordinances should be consistent with standards and guidelines recommended in the Standards and Guidelines for Archeology and Historic Preservation published by the U.S. Secretary of the Interior, produced by the National Park Service.

FINDING: The County has had a historic resource ordinance since 1980. DCC 2.28, formerly PL-21, protects Locally Significant Historic Resources. As stated above, the existing proposal does not include the designation of additional Locally Significant Historic Resources. The proposed amendments pertain to the administration of historic preservation.

(8) National Register Resources are significant historic resources. For these resources, local governments are not required to follow the process described in OAR 660-023-0030 through 660-023-0050 or sections (4) through (6). Instead, a local government:

(a) Must protect National Register Resources, regardless of whether the resources are designated in the local plan or land use regulations, by review of demolition or relocation that includes, at minimum, a public hearing process that results in approval, approval with conditions, or denial and considers the following factors: condition, historic integrity, age, historic significance, value to the community, economic consequences, design or construction rarity, and consistency with and consideration of other policy objectives in the acknowledged comprehensive plan. Local jurisdictions may exclude accessory structures and non-contributing resources within a National Register nomination;

FINDING: The proposed amendments do not affect or address National Register Resources, which are already addressed in DCC 2.28. The proposed amendments pertain to the administration of historic preservation.

(b) May apply additional protection measures. For a National Register Resource listed in the National Register of Historic Places after the effective date of this rule, additional protection measures may be applied only upon considering, at a public hearing, the historic characteristics identified in the National Register nomination; the historic significance of the resource; the relationship to the historic context statement and historic preservation plan contained in the comprehensive plan, if they exist; the goals and policies in the comprehensive plan; and the effects of the additional protection measures on the ability of property owners to maintain and modify features of their property. Protection measures applied by a local government to a National Register resource listed before the effective date of this rule continue to apply until the local government amends or removes them; and

FINDING: The proposed amendments do not affect or address National Register Resources, which are already addressed in DCC 2.28. The proposed amendments pertain to the administration of historic preservation.

(c) Must amend its land use regulations to protect National Register Resources in conformity with subsections (a) and (b). Until such regulations are adopted, subsections (a) and (b) shall apply directly to National Register Resources.

FINDING: The proposed amendments do not affect or address National Register Resources, which are already addressed in DCC 2.28. The proposed amendments pertain to the administration of historic preservation.

(9) Removal of a historic resource from a resource list by a local government is a land use decision and is subject to this section

...

FINDING: The proposal does not involve the removal of a historic resource form the resource list. The proposed amendments pertain to the administration of historic preservation.

(10) A local government shall not issue a permit for demolition or modification of a locally significant historic resource during the 120-day period following:

FINDING: The proposal does not involve the demolition or modification of a historic resource from the resource list. The proposed amendments pertain to the administration of historic preservation.

DESCHUTES COUNTY COMPREHENSIVE PLAN

Chapter 2, Resource Management

Section 2.11, Cultural and Historic Resources

Goal 1 Promote the preservation of designated historic and cultural resources through education, incentives and voluntary programs.

Policy 2.11.1 The Historic Landmarks Commission shall take the lead in promoting historic and cultural resource preservation as defined in DCC 2.28.

- a. Support incentives for private landowners to protect and restore historic resources.***
- b. Support the Historic Landmarks Commission to promote educational programs to inform the public of the values of historic preservation.***
- c. Support improved training for the Historic Landmarks Commission.***

FINDING: The proposed amendments continue to promote historic and cultural resource preservation by providing a clear process for administering historic resource designations and protections, which themselves remain unchanged; through these amendments, that process now will have the option to utilize the Planning Division in the case where the Board chooses to suspend

the Historic Landmarks Commission for reasons noted in the Background section of this Findings document. The proposed amendments are consistent with Comprehensive Plan Policy 2.11.1.

Policy 2.11.2 Coordinate cultural and historic preservation with the Oregon State Historic Preservation Office.

- a. Maintain Deschutes County as a Certified Local Government.***
- b. Encourage private property owners to coordinate with the State Historic Preservation Office.***

FINDING: The proposed amendments provide an option for the Board to suspend the HLC and for the Planning Division to serve as the review body for nominations or alterations to historic resources; the amendments modify the above language to acknowledge this option. As noted in the Background section above, reasons for suspending the HLC lie with the ability to achieve a quorum of active commissioners as well as develop preservation-related tasks within the relatively narrow purview of the HLC. If the HLC is suspended for those reasons, Deschutes County would no longer be able to function as a Certified Local Government, but review and protection of historic resources would continue pursuant to DCC 2.28—in this scenario, by the Planning Division. Regardless of which County body holds review authority, the County would continue to coordinate with the Oregon State Historic Preservation Office (SHPO) for preservation matters. SHPO has been notified of this proposal. The proposed text amendments are consistent with Policy 2.11.2.

The sub-policy to encourage private property owners to coordinate with the State Historic Preservation Office will not be impacted by the proposed amendments.

Policy 2.11.3 Encourage the preservation of lands with significant historic or cultural resources.

- a. Develop and maintain a comprehensive list of sites on the National Register of Historic Places.***
- b. Review County Code and revise as needed to provide incentives and adequate regulations to preserve sites listed on the Statewide Goal 5 historic and cultural inventory.***

FINDING: The proposed text amendments are not proposing any changes to County Code regarding incentives or regulations concerning either the list of National Register sites, sites listed on the Statewide Goal 5 historic and cultural inventory, or the procedures governing their protection. The proposed amendments are consistent with Policy 2.11.3.