



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, AUGUST 14, 2024

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

AGENDA

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

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

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

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

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

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



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Approval of a Notice of Intent to Award a contract for the paving of Deschutes Market Rd / Tumalo Rd: 19th St to Tumalo PI Project
2. Approval of an amendment extending the services contract with Clean Earth Environmental Solutions for the Household Hazardous Waste program
3. Approval of minutes of the BOCC June 26 and July 1, 2024 meetings

ACTION ITEMS

4. **9:10 AM** Amendment to Trunked Radio Use Agreement and Collocation Authorization with the Oregon Department of Transportation for Deschutes County 9-1-1
5. **9:20 AM** Oregon National Flood Insurance Program / Endangered Species Act Implementation Plan / Legislative Consideration
6. **9:50 AM** Continued Deliberations – RVs as Rental Dwellings
7. **10:05 AM** Department Performance Measures Updates for FY '24 Q4
8. **10:50 AM** Acceptance of a Community Capacity Building Grant from PacificSource

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: August 14, 2024

SUBJECT: Approval of a Notice of Intent to Award a contract for the paving of Deschutes Market Rd / Tumalo Rd: 19th St to Tumalo PI Project

RECOMMENDED MOTION:

Move approval of Document No. 2024-433, a Notice of Intent to Award a Contract for the Paving of Deschutes Market Rd / Tumalo Rd: 19th St to Tumalo PI Project.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department prepared bid solicitation documents for the paving of Deschutes Market Rd / Tumalo Rd: 19th St to Tumalo PI project. The project scope of work includes full-depth pavement repair, cold plane pavement removal, construction of new asphalt concrete pavement, installation of permanent pavement markings, and incidental work. The project was advertised in the Daily Journal of Commerce and The Bulletin on July 17, 2024. The Department opened bids at 2:00 P.M. on July 31, 2024.

Two bids were received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Knife River Corporation - Northwest	\$526,212.50
High Desert Aggregate and Paving	\$620,261.50
Engineer's Estimate	\$523,546.05

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

BUDGET IMPACTS:

The project is budgeted in the FY 2025 Capital Improvement Plan.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director



BOARD OF COUNTY COMMISSIONERS

August 14, 2024

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

Subject: **Notice of Intent to Award Contract**
 Contract for Paving of Deschutes Market Rd / Tumalo Rd: 19th St to Tumalo Pl

To Whom It May Concern:

On August 14, 2024, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was Knife River Corporation - Northwest, with a bid of Five Hundred Twenty Six Thousand Two Hundred Twelve and 50/100 Dollars (\$526,212.50).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will end at 5:00 PM on August 21, 2024.**

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

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

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

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

Sincerely,

Patti Adair, Chair

PAVING OF DESCHUTES MARKET RD/TUMALO RD:
 19TH ST TO TUMALO PL
 PROJECT # W66124

BID RESULTS

BID OPENING : 2:00 PM 7/31/2024

		ENGINEER'S ESTIMATE				KNIFE RIVER CORP. NW 32260 Old Highway 34 Tangent, OR 97389		High Desert Aggregate & Paving PO Box 1929 Redmond, OR 97756			
ITEMS		UNIT	QNTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	Mobilization	LS	1	\$36,739.11	\$36,739.11	\$51,000.00	\$51,000.00	\$60,000.00	\$60,000.00		
2	Temporary Protection and Direction of Traffic	LS	1	\$14,601.44	\$14,601.44	\$25,500.00	\$25,500.00	\$20,000.00	\$20,000.00		
3	Temporary Signs	SQFT	537	\$26.58	\$14,273.46	\$15.00	\$8,055.00	\$35.00	\$18,795.00		
4	Portable Changeable Message Signs	EACH	4	\$2,656.25	\$10,625.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00		
5	Flaggers	HOUR	840	\$84.25	\$70,770.00	\$81.00	\$68,040.00	\$75.00	\$63,000.00		
6	Flagger Station Lighting	EACH	6	\$1,000.00	\$6,000.00	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00		
7	Pilot Cars	HOUR	130	\$111.00	\$14,430.00	\$125.00	\$16,250.00	\$95.00	\$12,350.00		
8	Sediment Barrier, Type 3	FOOT	120	\$4.95	\$594.00	\$10.00	\$1,200.00	\$8.00	\$960.00		
9	Asphalt Pavement Sawcutting	FOOT	488	\$5.43	\$2,649.84	\$3.00	\$1,464.00	\$2.00	\$976.00		
10	Bridge Deck Cold Plane Pavement Removal, 3 Incl	SQYD	281	\$15.00	\$4,215.00	\$7.75	\$2,177.75	\$10.00	\$2,810.00		
11	Bridge Approach Slab Cold Plane Pavement Remo	SQYD	106	\$15.00	\$1,590.00	\$37.50	\$3,975.00	\$10.00	\$1,060.00		
12	Reconditioning Existing Bases	SQYD	9,047	\$2.50	\$22,617.50	\$1.75	\$15,832.25	\$1.50	\$13,570.50		
13	Cold Plane Pavement Removal, 2-3 Inches Deep	SQYD	9,650	\$2.83	\$27,309.50	\$3.25	\$31,362.50	\$7.00	\$67,550.00		
14	Level 3, 1/2" Dense ACP Mixture	TON	1,940	\$110.00	\$213,400.00	\$110.00	\$213,400.00	\$115.00	\$223,100.00		
15	14-Inch Asphalt Concrete Pavement Repair	SQYD	102	\$96.50	\$9,843.00	\$67.00	\$6,834.00	\$175.00	\$17,850.00		
16	Bridge Approach ACP Repair	SQYD	210	\$168.42	\$35,368.20	\$118.00	\$24,780.00	\$300.00	\$63,000.00		
17	Thermoplastic, Extruded or Sprayed, Surface, Non-	FOOT	23,800	\$1.51	\$35,938.00	\$1.50	\$35,700.00	\$1.60	\$38,080.00		
18	Pavement Legend, Type AB: Arrows	EACH	4	\$347.67	\$1,390.68	\$425.00	\$1,700.00	\$400.00	\$1,600.00		
19	Pavement Legend, Type B-HS: Transverse Speed	EACH	26	\$45.82	\$1,191.32	\$67.00	\$1,742.00	\$60.00	\$1,560.00		
TOTAL =					\$523,546.05	TOTAL =		\$526,212.50	TOTAL =		\$620,261.50



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 14, 2024

SUBJECT: Approval of an amendment extending the services contract with Clean Earth Environmental Solutions for the Household Hazardous Waste program

RECOMMENDED MOTION:

Move approval of Document No. 2024-644, extending the term of the services contract with Clean Earth Environmental Solutions, Inc. for the Household Hazardous Waste program.

BACKGROUND AND POLICY IMPLICATIONS:

In July of 2022, the Solid Waste Department contracted with Clean Earth Solutions, Inc. for the operation of the Household Hazardous Waste (HHW) management program at the Knott Landfill Recycling and Transfer Facility. The scope of work involves overall HHW program operation including facility staffing and the packaging, transportation and management of hazardous wastes received at the facility. The scope also includes the operation of three one-day HHW collection events in La Pine, Redmond and Sisters. The contractor also provides hazardous waste management services for businesses that are regulated as "Conditionally Exempt Small Quantity Generators" (i.e., businesses which generate small quantities of hazardous waste). The business hazardous waste management program is operated on a cost recovery basis by the contractor, at no additional cost to the County. The contract also provides for 24-hour emergency response services in the event of a hazardous materials incident that requires services beyond the capabilities of the County to provide.

The amendment would extend the services contract an additional year through FY25. A 5% increase in disposal and staffing costs is proposed.

The FY24 Service Contract had a not to exceed amount of \$370,000. This amount has been increased to \$400,000 for FY25.

The Solid Waste Department is expected to bring the Household Hazardous Waste Program in-house in the late fall of 2024. At that point the contract with Clean Earth Environmental Solutions would be terminated.

BUDGET IMPACTS:

Funds have been budgeted in the Solid Waste Department budget for this contract extension.

ATTENDANCE:

Jeff Merwin, Compliance and Infrastructure Manager, Solid Waste



For Recording Stamp Only

DOCUMENT NO. 2024-644
AMENDING DESCHUTES COUNTY CONTRACT NO. 2022-647

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2022-647 dated August 9, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“County”) and Clean Earth Environmental Solutions, Inc. (Contractor), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County’s performance hereunder is conditioned upon Contractor’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows:

Effective Date and Termination Date. The effective date of this Contract shall be August 1, 2022 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor’s completed performance or on July 31, ~~2024~~ 2025, whichever date occurs last. Contract termination shall not extinguish or prejudice County’s right to enforce this Contract with respect to any default by Contractor that has not been cured. At the County’s discretion, this Contract is subject to two (2) one-year extensions for up to a total of three (3) years. This Amendment authorizes the ~~first~~ **second** renewal for year 3 of Contract 2022-647.

Exhibit 1, Section 3 (a). Consideration

- a. From August 1, ~~2023~~ 2024, County shall pay Contractor on a unit price basis for each household hazardous waste collection event completed, as presented in the Clean Earth Environmental Solutions, Inc. Household Hazardous Waste Management Program Fee Schedule which is attached herein.

Exhibit 1, Section 4. The maximum compensation.

- a. The maximum compensation under this contract, including allowable expenses, is ~~\$370,000~~ **\$400,000**.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

Clean Earth Environmental Solutions, Inc. Household Hazardous Waste Management Program Fee Schedule is hereby amended in accordance with the attached:

- **2023 2024 Household Hazardous Waste Fee Schedule – Effective 8/1/2023 2024**

CONTRACTOR: [NAME]

Larry Sears
Authorized Signature

07/31/24 | 9:10 PM EDT

Dated this _____ of _____, 20__.

COUNTY:

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

2023 HOUSEHOLD HAZARDOUS WASTE FEE SCHEDULE
REVISED PRICING EFFECTIVE AUGUST 1, 2024

1. FACILITY STAFFING AND OPERATION-KHW FIXED FACILITY

Fee Category		Estimated Annual Quantity ¹	Unit	Unit Price	Extension (Estimated Annual Quantity X unit price)
Mobilization		22	Lump Sum	1388.60 \$1,458.03	\$30,549.20 \$32,076.66
Site Supervisor	Regular Time	352	/hour	\$57.74 \$60.63	\$20324.48 \$21,341.76
	Overtime	0	/hour	\$86.62 \$90.95	\$0
Chemist	Regular Time	352	/hour	\$55.27 \$58.03	\$17,512 \$20,426.56
	Overtime	0	/hour	\$82.91 \$87.06	\$0
Hazardous Waste Technician	Regular Time	704	/hour	\$47.15 \$49.51	\$29,877.76 \$34,855.04
	Overtime	0	/hour	\$70.72 \$74.26	\$0
Per Diem ²	---	66 176	/staff person	\$177.69 \$186.57	\$14,075.60 \$32,836.32
TOTAL					\$134,795.76 \$141,722.91

¹ Assumptions: 22 events/year, 4 staff persons/event (1 supervisor, 1 chemist, 2 hazardous waste technicians), 16 hours/event/staff person (8 hours/day), no overtime included for fee evaluation (overtime will be compensated for if incurred).

² Per diem applies only to Contractor personnel requiring overnight accommodations necessary for operation of the KHW facility. Per diem shall include lodging, food, and other sustenance and incidental charges and will only apply to Thursday and Friday overnight stays for Friday-Saturday KHW Facility operations.

2. FACILITY STAFFING AND OPERATION-TEMPORARY HHW EVENTS

Fee Category		Estimated Annual Quantity ¹	Unit	Unit Price	Extension (Estimated Annual Quantity X unit price)
Mobilization		3	Lump Sum	\$3,054.92 \$3,207.67	\$9,164.76 \$9,623.01
Site Supervisor	Regular Time	24	/hour	\$57.74 \$60.63	\$1,385.76 \$1,455.12
	Overtime	0	/hour	\$86.62 \$90.95	\$0
Chemist	Regular Time	48	/hour	\$55.27 \$58.03	\$2,652.96 \$2,785.44
	Overtime	0	/hour	\$82.91 \$87.06	\$0
Hazardous Waste Technician	Regular Time	96	/hour	\$47.15 \$49.51	\$4,526.40 \$4,752.96
	Overtime	0	/hour	\$70.72 \$74.26	\$0
TOTAL					\$17,729.88 \$18,616.53

¹ Assumptions: 3 events/year, 7 staff persons/event (1 supervisor, 2 chemists, 4 hazardous waste technicians), 8 hours/event/staff person, no overtime included for fee evaluation (overtime will be compensated for if incurred).

3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Paint Related Materials (Includes paints and stains not acceptable for Oregon Paint Recycling Program)	Loosepack	Fuel Blend/ Energy Recovery	CY box	35	/box	\$416.58 \$437.41	\$13,125.00 \$15,309.35
			55-gal drum	60	/drum	\$194.40 \$204.12	\$11,664.00 \$12,247.20
Flammable/Combustible Liquids (Fuels, lubricants, solvents, etc.)	Bulk	Fuel Blend/ Energy Recovery	275-gal IBC Tank	18	/tank	\$860.93 \$903.98	\$15,496.74 \$16,271.64
			55-gal drum	30	/drum	\$216.62 \$227.45	\$6,498.60 \$6,823.50
Combustible Liquids (Oils, fuels etc.)	Bulk	Fuel Blend/ Energy Recovery	55-gal drum	4	/drum	\$216.62 \$227.45	\$866.48 \$909.80
Antifreeze Solutions (Ethylene Glycol, etc.)	Bulk	Recycle	55-gal drum	4	/drum	\$332.15 \$348.76	\$1,328.60 \$1,395.04
Toxic Liquids, Organic, Flammable	Labpack	Destructive Incineration	55-gal drum	150	/drum	\$305.49 \$320.76	\$45,823.80 \$48,114.00
Toxic Solids, Organic	Loosepack	Destructive Incineration	CY box	20	/box	\$883.15 \$927.31	\$17,663.00 \$18,546.20
Aerosols, Flammable (paints, adhesives, etc.)	Loosepack	Destructive Incineration	CY box	25	/box	\$805.39 \$845.66	\$20,134.75 \$21,141.50
Compressed Gas, Flammable (propane)	Loosepack	Recycling/ Energy Recovery	5-gal tank packaged in CY box	35	/box	\$527.67 \$554.05	\$18,468.45 \$19,391.75
			16 oz. +/- cylinder packaged in 55-gal drum	12	/drum	\$527.67 \$554.05*	\$6,332.04 \$6,648.60 <small>*For comparison we assumed 20 cylinders per DM55. Actual amount to be charged at \$25.18 per cylinder</small>
Corrosive Liquids, Acidic, Inorganic	Labpack	Destructive Incineration	55-gal drum	15	/drum	\$305.49 \$320.76	\$4,582.35 \$4,811.40
Corrosive Liquids, Basic, Inorganic	Labpack	Destructive Incineration	55-gal drum	15	/drum	\$305.49 \$305.39	\$4,582.35 \$4,811.40
Oxidizing Solid	Loosepack	Destructive Incineration	30-gal drum	2	/drum	\$388.81 \$408.25	\$777.62 \$816.50
Oxidizing Liquid	Labpack	Destructive Incineration	30-gal drum	6	/drum	\$388.81 \$408.25	\$2,332.86 \$2,449.50

3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT (Cont'd)

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Organic Peroxide	Labpack	Destructive Incineration	5-gal pail	3	/pail	\$183.30 \$192.47	\$549.90 \$577.41
Hypochlorite Solutions	Labpack	Destructive Incineration		13		\$161.08 \$169.13	\$2,094.04 \$2,198.69
Mercury	Labpack	Recycle	5-gal pail	2	/pail	\$194.40 \$204.12	\$388.80 \$408.24
Fluorescent Tubes	Loosepack	Recycle	Box	75,000	/lin. ft.	\$0.20 \$0.21	\$15,100.00 \$15,750.00
Non-DOT Regulated HID/CFL Bulbs	Loosepack	Recycle	55-gal drum	15	/drum	\$527.67 \$554.05	\$7,915.05 \$8,310.75
Non-RCRA PCB Waste, Solid (Capacitors, Ballasts)	Loosepack	Recycle	55-gal drum	2	/drum	\$305.49 \$320.76	\$610.98 \$641.52
Batteries-Lithium	Labpack	Recycle	5-gal pail	40	/pail	\$277.72 \$291.61	\$11,108.80 \$11,664.40
Batteries-Nickel Cadmium	Labpack	Recycle	30-gal drum	6	/drum	\$438.80 \$460.74	\$2,632.80 \$2,764.44
Fusees	Loosepack	Destructive Incineration	5-gal pail	5	/pail	\$494.34 \$519.06	\$2,471.70 \$2,595.30
Fire Extinguishers	Loosepack	Recycle	55-gal drum	8	/drum	\$388.81 \$408.25	\$3,110.48 \$3,266.00
						TOTAL	\$215,659.19 \$227,864.13

2024 Household Hazardous Waste Supplemental Fee Schedule

Item	Description	UoM	August 1st 2024 Prices
AF01	Flammable/Combustible Liquids (Fuels, Lubricants, solvents, etc.)	DM55	\$227.45
AF01	Flammable/Combustible Liquids (Fuels, Lubricants, solvents, etc.)	T275	\$903.98
AF01	Flammable/Combustible Liquids (Fuels, Lubricants, solvents, etc.)	T330	\$1,364.71
AF02	Alternate fuel, 0-25% sludge, (<3% halogens), BTU > 5000	DM55	\$330.75
AF02	Alternate fuel, 0-25% sludge, (<3% halogens), BTU > 5000	T275	\$1,230.60
AF03	Alternate fuel, 25-50% sludge, (< 3% halogens), BTU > 8000	DM55	\$400.05
AF03	Alternate fuel, 25-50% sludge, (< 3% halogens), BTU > 8000	T275	\$1,640.10
AF04	Alternate fuel, >50% sludge, (<3% halogens), BTU > 8000	DM55	\$486.15
AF04	Alternate fuel, >50% sludge, (<3% halogens), BTU >10,000	T275	\$2,663.85
AF06	Paint Related Materials (Includes paints and stains not acceptable for Oregon Pa	BX	\$437.41
AF06	Paint Related Materials (Includes paints and stains not acceptable for Oregon Pa	DM55	\$204.12
AF05	Alternate fuel, <3" sludge, <3% halogens, non-regulated	DM55	\$354.00
AF05	Alternate fuel, <3" sludge, <3% halogens, non-regulated	T275	\$1,393.00
AF05	Alternate fuel, <3" sludge, <3% halogens, non-regulated	T330	\$1,740.00
AF08	Aerosols, Flammable (paint, adhesives, etc)	BX	\$845.66
AF08	Aerosols, Flammable (paint, adhesives, etc)	DM55	\$369.60
INCO2	Aerosols, pesticide, adhesive, corrosive	BX	\$2,995.65
INCO2	Aerosols, pesticide, adhesive, corrosive	DM05	\$270.67
INCO2	Aerosols, pesticide, adhesive, corrosive	DM15	\$386.67
INCO2	Aerosols, pesticide, adhesive, corrosive	DM30	\$580.01
INCO2	Aerosols, pesticide, adhesive, corrosive	DM55	\$773.34
INCO3-2LE	Category 2 cylinders, lecture bottles (3" Diameter x 12" Length), for recycle o	E	\$521.85
INCI4-A	Corrosive Liquids, Acidic, Inorganic	DM55	\$320.76
INCI4-B	Corrosive Liquids, Basic, Inorganic	DM55	\$320.76
INCI4-E	Hypochlorite Solutions	DM05	\$169.13
INCI4-E	Hypochlorite Solutions	DM55	\$1,095.15
INCI4-E	Oxidizing Solid	DM30	\$408.25
INCI4-F	Toxic Liquids, Organic, Flammable	DM55	\$320.76

INC14-F	Toxic Solids, Organic		BX		\$927.31
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)		DM05		\$312.31
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)		MN15		\$624.62
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)		MN30		\$1,374.17
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)		MN55		\$3,123.10
INC15-D1	Lab Pack, Incineration, Flammable Solids (DOT 4.1)		P		\$12.48
INC15-D2	Fusees		DM05		\$519.06
INC15-E2	Organic Peroxide		DM05		\$192.47
INC15-W	Lab Pack, Incineration, Water Reactives (DOT 4.3)		MN05		\$312.31
INC15-W	Lab Pack, Incineration, Water Reactives (DOT 4.3)		MN15		\$624.62
INC15-W	Lab Pack, Incineration, Water Reactives (DOT 4.3)		MN30		\$1,374.17
INC15-W	Lab Pack, Incineration, Water Reactives (DOT 4.3)		MN55		\$3,123.10
INC15-W	Lab Pack, Incineration, Water Reactives (DOT 4.3)		P		\$12.48
LBCHEMOT	Fixed Facility Chemist OT		H		\$87.06
LBCHEMOT	Temp Event Chemist OT		R		\$87.06
LBCHEMST	Fixed Facility Chemist ST		H		\$58.03
LBCHEMST	Temp Event Chemist ST		R		\$58.03
LBDIEMST	Per Diem		E		\$186.57
LBENVTOT	Fixed Facility Tech OT		H		\$74.26
LBENVTOT	Temp Event Tech OT		R		\$74.26
LBENVTST	Fixed Facility Tech ST		H		\$49.51
LBENVTST	Temp Event Tech ST		R		\$49.51
LBMOBBDST	Fixed Facility Mob		E		\$1,458.03
LBMOBBDST	Temp Event Mob		R		\$3,207.67
LBSUPVOT	Fixed Facility Site Supervisor OT		H		\$90.95
LBSUPVOT	Temp Event Site Supervisor OT		R		\$90.95
LBSUPVST	Fixed Facility Site Supervisor ST		H		\$60.63
LBSUPVST	Temp Event Site Supervisor ST		R		\$60.63
LF08	Antifreeze Solutions (Ethylene Glycol, etc)		DM55		\$348.76
PCB03-1	PCB Transformer oil, <500ppm, for incineration		DM05		\$492.00
PCB03-1	PCB Transformer oil, <500ppm, for incineration		DM15		\$741.00
PCB09	PCB containing ballasts or capacitors for TSCA landfill		DM05		\$217.00

08/14/2024 Item #2.

PCB09	PCB containing ballasts or capacitors for TSCA landfill	DM15	\$377.00
PCB09	PCB containing ballasts or capacitors for TSCA landfill	DM30	\$568.00
PCB09	PCB containing ballasts or capacitors for TSCA landfill	DM55	\$759.00
REC04-H1	Mercury	DM05	\$204.12
REC05	Lead acid batteries	P	\$1.23
REC06	Fluorescent Tubes	F	\$0.21
REC09	Batteries-Lithium	DM05	\$291.61
REC09	Batteries-Lithium	DM15	\$416.58
REC11	Batteries-Nickel Cadmium	DM05	\$215.01
REC11	Batteries-Nickel Cadmium	DM15	\$307.17
REC11	Batteries-Nickel Cadmium	DM30	\$460.74
REC13	Batteries-Nickel Cadmium	DM55	\$614.32
REC13	Metallic mercury, pourable	DM05	\$551.25
REC14	Mercury contained in manufactured articles, or dirt	DM05	\$621.60
REC14	Mercury contained in manufactured articles, or dirt	DM15	\$1,349.25
REC38	Freon refrigerant	E	\$99.75
REC42	Non-DOT Regulated HID/CFL Bulbs	DM55	\$554.05
REC45	Non-RCRA PCB Waste, Solid (Capacitors, Ballasts)	DM55	\$320.76
REC60	Fire Extinguishers	DM55	\$408.25
REC61	Compressed Gas, Flammable (propane)	BX	\$554.05
REC61	Compressed Gas, Flammable (propane)	DM55	\$554.05
REC61	Propane Cylinders, for recycle	E	\$27.71
WAT16-B	Lab Pack, Treatment, Inorganic Bases	DM55	\$442.05

PAGE 10 OF 11 – DOCUMENT NO. 2024-644, AMENDING DESCHUTES COUNTY CONTRACT NO. 2022-647

PAGE 11 OF 11 – DOCUMENT NO. 2024-644, AMENDING DESCHUTES COUNTY CONTRACT NO. 2022-647



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 14, 2024

SUBJECT: Amendment to Trunked Radio Use Agreement and Collocation Authorization with the Oregon Department of Transportation for Deschutes County 9-1-1

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2024-685, an amendment to the agreement with ODOT for continued partnership on the State-wide radio system.

BACKGROUND AND POLICY IMPLICATIONS:

In March 2016, the Board authorized an agreement with the Oregon Department of Transportation for trunked radio use and collation authorization. Under that agreement (Document No. 2024-150), Deschutes County 911 was obligated to pay user fees of \$212,699.00 per year until June 30, 2031.

The proposed amendment reduces DC911's annual user fee to \$178,058.00.

BUDGET IMPACTS:

The new annual user fee will be \$178,058.00 with a 3% yearly escalator through June 30, 2031. This item is budgeted in the current fiscal year.

ATTENDANCE:

Sara Crosswhite, Deschutes County 9-1-1 Director

DESCHUTES COUNTY DOCUMENT SUMMARY

08/14/2024 Item #4.

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

Please complete all sections above the Official Review line.

Date: 07/25/2024 **Department:** 9-1-1 **Document Number:** DC-2024-685

Type of Document: Amendment (e.g., grant*, IGA, services agreement)

If an amendment, which Document No. is being amended? DC-2016-150

Starting Date: 07/01/2023

Ending Date: 06/30/2031

Contractor/Supplier/Consultant Name: ODOT

Annual Value or Total Payment: \$178,058.00 Annually w/3% increase each year

Purpose of Document: Amendment to the original agreement number DC-2016-150 deleting exhibit B and replacing section 7 identifying the fees.

Insurance certificate received (check box and add certificate to document or note N/A)

Insurance expiration date: _____ Risk Mgmt review/date:

Contract initiation method:

RFP, solicitation or bid process

Informal quotes (<\$150K)

Exempt from RFP, solicitation or bid process (specify below – see DCC §2.37)

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

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

Funding Source: Included in current budget? Yes No

Cost Center/Project String: 7057550 / 440330 Maintenance Agreements

If **No**, is a budget amendment required? Yes No

Departmental Contact and Title: Kim Morse **Phone #:** 322-6102

Department Director Approval: _____



Signature

7/25/24

Date

Distribution of Document: Who gets the document after it has been signed?

Kim Morse

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

Official Review:

County signature required (check one):

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

For grants, signature required (check one):

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

Legal Review _____ Date _____

**AMENDMENT 1
DC-2024-685**

TRUNKED RADIO USE AGREEMENT AND COLLOCATION AUTHORIZATION

THIS AMENDMENT TO THE TRUNKED RADIO USE AGREEMENT AND COLLOCATION

AUTHORIZATION AGREEMENT ("Amendment") effective as of July 1, 2024, is made and entered into between and among the State of Oregon, acting by and through its Department of Transportation ("State" or "ODOT"), and Deschutes County 911 Service District ("Local Government" or "DC911"), herein referred to individually as "Party" and collectively as "Parties".

RECITALS

- A. ODOT and DC911 entered into a Trunked Radio Use Agreement and Collocation Authorization on March 29, 2016 ("Agreement"), Local Government Contract No. 2016-150 dated March 29, 2016 ("Contract").
- B. The Parties have mutually agreed to change the method used to determine User Fees as detailed in Exhibit B and will now to utilize a flat rate due from DC911 beginning July 1, 2023, with annual 3% escalations beginning July 1, 2024.

TERMS

Except as expressly amended below, all other terms and conditions of the above-referenced Agreement remain in full force and effect.

The Agreement is hereby amended as follows:

The content of Exhibit B is deleted in its entirety and replaced with the following:

Section 7 of the Agreement identifies fees to be paid by the Parties. The Parties understand and agree, that the annual User Fee to be paid by DC911 is based on the 2023 User Fee calculation detailed below and shall be increased 3% annually. Effective July 1, 2024, DC911 shall pay an annual User Fee of \$178,058.00. Any future changes to services will be negotiated between the Parties and may warrant an adjustment to the User Fee.

DC911	ODOT (Offset)	
\$0	\$0	DC911 Annualized Cost of Switches
\$51,517	\$0	DC911 Share Annual Cost for Harris Hardware and Software Upgrades
\$21,921	\$0	DC911 Share Annual Cost for Harris Maintenance Services Contract
\$183,584	\$100,605	TRS Site Maintenance-Primary Sites
\$8,589	\$0	TRS Site Maintenance - Occasional Use Sites
\$7,867	\$0	Microwave Fee - Use of TRS Sites
\$7,867	\$7,868	Microwave Fee - Salem to Bend
\$0	\$3,600	DC911
<u>\$3,600</u>	<u>\$0</u>	Wampus Butte
\$284,945	\$112,073	2023

DC911 2023 User Fee \$172,872 (\$284,945-\$112,073 = \$172,872) DC911
2024 User Fee \$172,872 x 3%= \$178,058

This Amendment may be executed in counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

Deschutes County 9-1-1 Service District, by and through the Board of Commissioners of Deschutes County, Oregon, as the governing body of the Deschutes County 911 Service District

STATE OF OREGON, by and through its Department of Transportation

Signed this date:

Signed this date:

Patti Adair, Chair
Board of County Commissioners

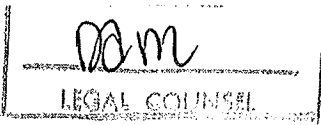
Joe Messman, ODOT Wireless Section Manager

Anthony DeBone, Vice Chair
Board of County Commissioners

ODOT Contact:
ODOT Wireless Communications Section Manager
or designee
455 Airport Road, Building C
Salem, Oregon 97301
WirelessWorkorderDesk@ODOT.oregon.gov
24-hour Contact: 503-986-2911

Phil Chang, Commissioner
Board of County Commissioners

LEGAL SUFFICIENCY APPROVAL
NA Does Not Meet Threshold
ORS 291.047, OAR 137-045-0030(3)



ODOT Trunked Radio Agreement No. _____
Local Government Agreement No. _____

TRUNKED RADIO USE AGREEMENT AND COLLOCATION AUTHORIZATION

This Trunked Radio Use Agreement and Collocation Authorization ("Agreement") is between the State of Oregon ("State") acting by and through its Department of Transportation ("ODOT"), and Deschutes County 9-1-1 Service District ("Local Government"), each a "Party" and, together, the "Parties".

RECITALS

- A. ODOT and Local Government are not currently parties to any agreements for use of Radio systems or communications sites, except for the following (the "Existing Agreements"):
 - 1. Intergovernmental Agreement Bend Deschutes County 9-1-1 Communications Site, effective July 1, 2015; and
 - 2. Intergovernmental Agreement Site Lease and Tower Lease Wampus Butte/OSP Tower, effective September 5, 2007, which was assigned from the Oregon State Police to ODOT effective September 13, 2012.
- B. Under the Existing Agreements ODOT uses Facilities (defined below) controlled by Local Government, and Local Government uses Facilities controlled by ODOT.
- C. State owns a 700 MHz trunked Radio system which provides for trunked Radio Wireless Communications including coverage in Deschutes County and the surrounding area and which has been funded with tax exempt bonds ("State TRS");
- D. Local Government owns 700/800 MHz trunked Radio equipment which provides Radio communications including coverage in Deschutes County and the surrounding area funded with local government tax revenues;
- E. Each Party desires to authorize use of specific trunked Radio system components and sites owned and separately operated by the Parties for 1) Radio voice communications for each Party to carry out its mission, including communications with the Party's personnel as well as other agencies that aid the Party in carrying out its mission during emergency as well as normal conditions , 2) mutual aid, and 3) to foster maximum use of public resources;
- F. ODOT and Local Government each desires to terminate the Existing Agreements and enter into a single Trunked Radio Use Agreement and Collocation Authorization to: 1) authorize Local Government use of the Harris P25 Network Switching Centers owned by State and operated and maintained by ODOT at Salem Oregon and at Bend Oregon ("State Master Switches"); 2) authorize use of specific trunked Radio sites by each Party 3) establish fees for each Party, 4) establish responsibilities for each Party, and 5) authorize Collocations at Wireless Communications Sites that are used for trunked Radio infrastructure owned by each Party as defined in this Agreement

AGREEMENT

1. AUTHORITY

This Agreement is authorized by ORS 190.110 and by the State Chief Information Office per ORS 279A.050, 291.038 and 291.039.

2. DEFINITIONS

Unless modified by this Section, terms contained in this Agreement have the meaning given to them in the State Radio System Standards, Policies and Procedures, Trunked Radio System (“SPPs”) a copy of which will be delivered to Local Government with the signed Agreement.

- 2.1. “Collocate” or “Collocation” means the locating by a Party of Communications Equipment on a common support structure or in an equipment building at a Site owned or leased by the another party.
- 2.2. “Controlling Party” means the Party identified as the Controlling Party of a Wireless Communications Site (defined below).
- 2.3. “Facility” means a tower, other support structure, or building (accessory structure) that houses communications equipment, including Radio or microwave transmitters, receivers, associated accessories and ancillary equipment, or a Radio/microwave antenna or satellite support structure, or a combination of the above.
- 2.4. “Local Government Trunked Radio Sites” means the 700MHz/800MHz trunked Radio Wireless Communications Sites and associated microwave equipment or lines providing connectivity for land mobile Radio communications that are owned or leased by Local Government.
- 2.5. “State Trunked Radio System” or “State TRS” means the State 700 MHz trunked Radio Sites, and associated microwave equipment or lines, controllers and State Master Switches providing connectivity for land mobile Radio communications that are owned or leased by State.
- 2.6. “Wireless Communications” means communications accomplished without the use of a hard wire connection via Radio, microwave or infrared technologies, including but not limited to fixed, mobile, and portable Radios licensed under Federal Communications Commission rules and regulations as detailed in 47 CFR Parts 90 and 101, cellular phones, wireless networking (i.e. WiFi, WiMAX), or satellite communications.
- 2.7. “Wireless Communications Site” or “Site” means a physical location described in an agreement between the Parties that is occupied by Facilities where Collocation may occur, or houses a trunked Radio Site used by the Parties.

3. EFFECTIVE DATE, DURATION AND RENEWALS

- 3.1. This Agreement is effective on July 1, 2016 or the date of the last signature, whichever occurs last (“Effective Date”), and terminates on June 30, 2031, unless terminated earlier in accordance with Section 16 (“Initial Term”). Notwithstanding the foregoing, the Collocation authorizations granted to each Party in Section 6 below expire as provided in Exhibit D Collocation Authorizations.
- 3.2. Either Party may request that this Agreement be renewed for one (1) additional five (5) year term (“Renewal Term”) on the expiration date of the preceding Initial Term or Renewal Term by providing notice to the other Party in writing on or before one hundred eighty (180) days prior to the expiration of the then current Term. Unless otherwise amended pursuant to Section 19, the Renewal Term shall be on the same terms and conditions as the then-existing Agreement. The Initial Term and the Renewal Terms are collectively referred to as the Term.

4. TERMINATION OF EXISTING AGREEMENTS AND MUTUAL RELEASE

The Existing Agreements are hereby terminated in their entirety as of the Effective Date of this Agreement. State and Local Government agree that upon termination of the Existing Agreements neither Party will have any existing or continuing obligations thereunder, and both Parties hereby agree to fully release the other from any known or unknown claim arising under or relating to such Existing Agreements.

5. AUTHORIZED REPRESENTATIVES

5.1. State's Authorized Representative is:

ODOT Wireless Section Manager or designee
455 Airport Rd SE, Building C
Salem, OR 97301-5375
Robert.L.Reish@odot.state.or.us
(503) 986-2896

ODOT 24 Hour Contact

ODOT Wireless Section Manager, or designee
Phone: 503-986-2911

5.2. Local Government's Authorized Representative is:

Deschutes County 9-1-1 Systems Manager or designee
PO Box 6005, Bend, OR 97701
Phone: (541) 388-0185
Fax: (541) 382-5767
Email: tim.beuschlein@deschutes.org

Local Government 24 Hour Contact

Deschutes County 9-1-1 Systems Manager or designee
Phone: (541) 419-6604
Email: _911_Systems@deschutes.org

5.3. A Party may designate a new Authorized Representative by written notice to the other Party.

6. GRANT OF RIGHT TO USE; RESPONSIBILITIES OF EACH PARTY

6.1. State grants Local Government and its Authorized Users the right to use the State TRS and State Facilities as described in this Agreement.

6.2. Local Government grants State and its Authorized Users the right to use Local Government Trunked Radio Sites and Local Government Facilities as described in this Agreement.

6.3. ODOT and Local Government responsibilities are set forth on **Exhibit A Responsibilities**.

7. FEES

7.1. Local Government shall pay fees as set forth in this Section and **Exhibit B Fees**. Payment shall be made annually in advance on or before July 30 and shall be for a fiscal year from July 1 through June 30. Payment for the first year shall be prorated as appropriate from the Effective Date of this Agreement and shall be due and payable to State within forty-five (45) calendar days from the Effective Date. Fees shall be reviewed by the Parties annually, but no later than February 1 of each year, to establish fees for the following year that reflect actual costs of each Party's use of the other Party's trunked Radio infrastructure and Facilities.

7.2. State shall pay fees as set forth in this Section and **Exhibit B Fees**. Payment shall be made annually in advance on or before July 30 and shall be for a fiscal year from July 1 through June 30. Payment for the first year shall be prorated as appropriate from the Effective Date of this Agreement and shall be due and payable to Local Government within forty-five (45) calendar days from the Effective Date. To the extent State fees are less than Local Government fees, State fees shall be an offset credit to Local Government fees as identified on

Exhibit B. Fees shall be reviewed by the Parties annually, but no later than February 1 of each year, to establish fees for the following year that reflect actual costs of State's use of Local Government Trunked Radio Sites.

7.3. The following fees will be allocated to each Party based on the Party's proportionate use of the trunked Radio system infrastructure and Facilities owned by the other Party as identified in this Section and Exhibit B, including, but not limited to the following:

- 7.3.1. State Master Switches Use Fee. Cost shall be allocated based on a percentage of the total number of allocated end user Radios that use the State Master Switches as of the date of the report required by Exhibit A, Section 3.10.
- 7.3.2. Annual Site Maintenance Fee. Cost shall be allocated based on the number of Partner or User Agencies that use the trunked Radio infrastructure at a TRS Site as a primary means of Radio communications.
- 7.3.3. Microwave Transport Fee. Costs for microwave transport shall be allocated by the Controlling Party to the other Party based on the State rate for one (1) T1 from the Wireless Communications Site where the trunked Radio equipment is located to the DC911 PSAP Site in Bend, Oregon ("DC911 PSAP") and from DC911 PSAP to the State Master Switch in Salem, Oregon ("Salem Switch").
- 7.3.4. Collocation Fee. Collocation authorizations and costs for each Party shall be as identified in Exhibit A and Exhibit D.

7.4. The fees to each Party shall be reviewed annually and modified by written approval of the Parties as provided in Section 19. Costs resulting from the annual review required by this Section shall not result in an increase to payments by either Party that exceed ten percent (10%) of the total payments scheduled to be made under the previous years' fees. This restriction to increases in fees does not apply to either Party's proportionate share of power fees.

8. REPRESENTATIONS AND WARRANTIES

8.1. Local Government represents and warrants to State that:

- 8.1.1. Local Government is a governmental consolidated public safety dispatching agency duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 8.1.2. The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 8.1.3. This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 8.1.4. Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this

ODOT Trunked Radio Agreement No. _____
Local Government Agreement No. _____

Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 8.1.5. Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
- 8.1.6. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

9. GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between the State, ODOT or any other agency or department of the State of Oregon and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or as consent to the jurisdiction of any court.

10. CONTRIBUTION

10.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

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

10.3. With respect to a Third Party Claim for which Local Government is jointly liable with ODOT (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Local Government on the

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

11. LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1. Non-payment of fees if such fees remain unpaid for more than sixty (60) days after receipt of written notice from ODOT of such failure to pay; or
- 11.2. Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement; or
- 11.3. Any representation, warranty or statement made by Local Government in this Agreement is untrue in any material respect when made.

12. ODOT DEFAULT

ODOT will be in default under this Agreement upon the occurrence of any of the following events:

- 12.1. Non-payment of fees if such fees remain unpaid for more than sixty (60) days after receipt of written notice from Local Government of such failure to pay; or
- 12.2. ODOT will be in default under this Agreement if ODOT fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

13. REMEDIES

13.1 In the event Local Government is in default under Section 11, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, or (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event ODOT is in default under Section 12, Local Government may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, or (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Local Government may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

14. RECOVERY OF OVERPAYMENTS

14.1 If payments to Local Government under this Agreement, or any other agreement between State and Local Government, exceed the amount to which Local Government is entitled, State may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

14.2 If payments to State under this Agreement, or any other agreement between State and Local Government, exceed the amount to which State is entitled, Local Government may, after notifying State in

writing, withhold from payments due State under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

15. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

16. TERMINATION

16.1. This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2. ODOT may terminate this Agreement as follows:

- 16.2.1 Upon 365 days advance written notice to Local Government;
- 16.2.2 Immediately upon written notice to Local Government, if ODOT fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in ODOT's reasonable administrative discretion, to perform its obligations under this Agreement;
- 16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that ODOT's performance under this Agreement is prohibited or ODOT is prohibited from paying for such performance from the planned funding source;
- 16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 60 days after written notice thereof to Local Government; or
- 16.2.5 As otherwise expressly provided in this Agreement.

16.3. Local Government may terminate this Agreement as follows:

- 16.3.1 Upon 365 days advance written notice to ODOT;
- 16.3.2 Immediately upon written notice to ODOT, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
- 16.3.2 Immediately upon written notice to ODOT, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
- 16.3.3 Immediately upon written notice to ODOT, if ODOT is in default under this Agreement and such default remains uncured 60 days after written notice thereof to ODOT; or
- 16.3.4 As otherwise expressly provided in this Agreement.

17. INSURANCE

Each Party shall provide insurance or self-insurance as described below:

17.1. The State is self-insured under ORS 30.282(2) up to the limits described in ORS 30.269 to 30.273. In addition, the State has qualified for self-insurance under ORS 806.130 of the Oregon Vehicle Code up to the

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limits as set forth in ORS 806.070. Upon request by the Local Government, ODOT shall provide written proof of self-insurance to Local Government.

17.2. Local Government shall, at its own cost and expense, either (1) secure and maintain a policy of insurance from a qualified insurance company(s) through the term of this Agreement, or (2) provide similar type protection through an Administrative Trust commonly known as City County Insurance Services or Special Districts of Association of Oregon (SDAO) insurance. In either case, Local Government shall secure liability protection with respect to its operations and operations of its officers, employees, and agents including volunteers acting within the scope of their employment or duties arising out of a governmental or proprietary function, equivalent to the limits identified in the Oregon Tort Claims Act, ORS 30.260 through 30.300.

17.3. The insurance certificates will be located in each Party's files and will be made available upon request by either Party.

17.4. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its contractors or subcontractors complies with these requirements.

18. NONAPPROPRIATION

18.1. ODOT's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon ODOT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of ODOT.

18.2. Local Government's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Local government receiving funding, appropriations, limitations, allotments or other expenditure authority as approved by its governing board sufficient to allow Local Government in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement

19. AMENDMENTS

Except as otherwise provided in Section 20 below, the terms of this Agreement may not be altered, modified, supplemented or otherwise amended, unless by written amendment executed by the Parties.

20. CHANGE ORDER PROCESS

20.1. Change Control. The Parties may change Exhibits B, C and attachments to Exhibit D through an ODOT-authorized change control process that reflects at least the processes described in this Section. ODOT or Local Government may request a change to Exhibits B, C, or attachments to Exhibit D by submitting a written proposal describing the requested change to the other Party ("Change Request"). ODOT's and Local Government's Authorized Representatives will review the written Change Request and either mutually approve it with or without modification, or reject it.

20.2. Approval of Change Requests; Change Orders. If a Change Request is mutually approved, the agreed-upon Party will prepare a written change order, detailing all modifications to Exhibits B, C, and attachments to Exhibit D, and related costs (the "Change Order"). A Change Order at a minimum must contain:

- 20.2.1 The effective date of the Change Order;
- 20.2.2 A detailed description of the changes to Exhibit B User Fees and a justification for the change;

- 20.2.3 Detailed site information for any changes to Exhibit C, including the following:
 - a) Site name
 - b) Site coordinates
 - c) Facility owners
 - d) Controlling Party
- 20.2.4 Detailed site information for any changes to attachments to Exhibit D shall include the following:
 - a) Site ownership
 - b) Controlling Party
 - c) Collocating Party
 - d) Site Location, including coordinates.
 - e) Term of collocation (Shall not exceed any underlying ground lease.)
 - f) Description of the building and tower space to be used by the collocating party
 - g) Frequencies to be used by the collocating party.
 - h) Collocation fees.

20.3. A Change Order must be made in accordance with the terms of this Section and must not otherwise affect the terms and conditions of this Agreement. Both Parties must sign the Change Order to authorize the provisioning or configuration described therein and incorporate the changes into this Agreement.

21. NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

22. SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15, 22 and 32 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

23. SEVERABILITY

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

24. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

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25. COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

26. INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

27. INTENDED BENEFICIARIES

ODOT and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement. Authorized Users of either Party are intended beneficiaries of this Agreement.

28. FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODOT may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

29. ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of ODOT and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. ODOT's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

30. SUBCONTRACTS, ADDITIONAL PARTICIPANTS

30.1. Local Government shall not, without ODOT's prior written consent, enter into any subcontracts for use of any ODOT Facilities or for use of the State TRS without prior written consent of ODOT except as authorized by Exhibits A or D. ODOT's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

30.2. ODOT shall not, without Local Government's prior written consent, enter into any subcontracts for use of any Local Government Facilities or for use of the Local Government Trunked Radio Sites without prior written consent of Local Government except as authorized by Exhibits A or D. Local Government's consent to any subcontract will not relieve ODOT of any of its duties or obligations under this Agreement.

30.3. State retains the right to approve other agencies' use of the State TRS subsequent to the Effective Date of this Agreement as long as such use does not interfere with Local Government's rights for use of the State TRS as provided in this Agreement. ODOT shall review and adjust the fees to Local Government as appropriate based on Local Government's percentage use of the State TRS not less than thirty (30) days following execution of an agreement that authorizes additional users of the State TRS.

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31. MERGER, WAIVER

This Agreement and all exhibits and attachments constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

32. RECORDS MAINTENANCE AND ACCESS

Each Party shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, each Party shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of the Party, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document the Party's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of each Party, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Each Party acknowledges and agrees that the other Party and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Each Party shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, each Party shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

33. HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

34. ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in the State Radio System Standards, Policies and Procedures, Trunked Radio System ("SPP" or "SPPs").

35. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Responsibilities) Exhibit B (User Fees), Exhibit B (Site Identification), Exhibit D (Collocation Authorizations).

[SIGNATURE PAGE FOLLOWS]

ODOT Trunked Radio Agreement No. _____
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THE PARTIES, by execution of this Agreement hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT, by and through the BOARD OF COMMISSIONERS OF DESCHUTES COUNTY, OREGON, AS THE GOVERNING BODY OF THE 911 COUNTY SERVICE DISTRICT

DATED this 2nd Day of March 2016.

By Alan Unger
ALAN UNGER, Chair

By Tammy Baney
TAMMY BANEY, Vice Chair

By Anthony DeBona
ANTHONY DEBONE, Commissioner

APPROVAL RECOMMENDED

By _____

Steve Reinke

Deschutes County 9-1-1 Service District Director

Date _____

REVIEWED

By David Doyle
David Doyle, Counsel

Date 2/29/16

STATE OF OREGON, by and through its Department of Transportation

By John R. ...
Highway Division Administrator

Date 3/29/16

APPROVAL RECOMMENDED

By John ...
Maintenance and Operations Branch Manager

Date 3/27/17

APPROVAL RECOMMENDED

By Robert Reish
ODOT Wireless Section Manager, or designee

Date 3/7/16

APPROVAL/AUTHORIZATION

By Alex Pettit
Alex Pettit, Oregon State Chief Information Officer

Date 3/8/16

APPROVED FOR LEGAL SUFFICIENCY

By by email
Oregon Department of Justice

Date 2/23/2016

Exhibit A RESPONSIBILITIES

1.0 Local Government Responsibilities under this Agreement.

1.1 Collocation Authorization. Local Government grants to State nonexclusive right to Collocate in Local Government Facilities as identified in Exhibit D.

1.2 Local Government Trunked Radio Sites. Local Government shall:

1.2.1 Fund and install the Local Government TRS Sites identified on Exhibit C, including any required connecting microwave links from the Local Government Trunked Radio Sites to an ODOT identified Demarcation Point at the DC911 PSAP Site. All equipment associated with Local Government Trunked Radio Sites shall remain the property of Local Government unless otherwise identified in this Agreement. Local Government shall also install monitoring equipment substantially equivalent to the monitoring equipment used by ODOT for the State TRS.

1.2.2 Authorize State nonexclusive use of the Local Government Trunked Radio Sites, including the nonexclusive associated use of the microwave Links connecting the Local Government Trunked Radio Sites to the State TRS, including but not limited to the following:

1.2.2.1 Use of the Local Government Trunked Radio Sites as a primary means of Radio communications for a maximum of one thousand three hundred (1,300) end user Radio units. Notwithstanding the foregoing, ODOT is authorized to program all State Radio units for use of the Local Government Trunked Radio Sites.

1.2.2.2 Parties understand that State users of the Local Government Trunked Radio Sites include ODOT and the Oregon State Police (OSP). Upon written notification to Local Government, ODOT may authorize other State agencies or other Governmental Entities that have a written agreement with ODOT for use of the State Master Switches to use Local Government Trunked Radio Sites; however, such use shall not exceed the maximum number of State end user Radio units identified in this Subsection.

1.2.3 Unless otherwise agreed to by the Parties under the terms of this Agreement, Local Government shall be responsible for the operations, maintenance, and repair costs associated with Local Government Trunked Radio Sites and for connecting Local Government Trunked Radio Sites to the point of demarcation at the DC911 PSAP Site. Hours of Operation for Local Government Trunked Radio Sites support will be at least equivalent to ODOT's hours of support.

1.2.4 Retain rights as owners of the Local Government Trunked Radio Sites, including, but not limited to the right to limit future access to Local Government Trunked Radio Sites by terminating this Agreement as provided in Section 16.

1.2.5 Retain Priority Use of the Local Government Trunked Radio Sites, including the right to preempt a State transmission on Local Government Trunked Radio Sites until Local Government transmission is completed.

1.2.6 Provide system management of the Local Government Trunked Radio Sites including the following:

- 1.2.6.1 Generate and provide statistical data and reports to ODOT concerning **Radio usage** of the Local Government Trunked Radio Sites.
- 1.2.6.2 Generate and provide financial reports to ODOT concerning operating and maintenance costs of the Local Government Trunked Radio Sites.
- 1.2.6.3 Coordinate training for Local Government users.
- 1.2.6.4 Primary Alarm Response for Local Government Trunked Radio Sites
- 1.2.6.5 Backup Alarm Response for ODOT TRS.
- 1.2.6.6 System Performance management.
- 1.2.6.7 Radio Traffic management on Local Government sites.

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- 1.2.6.8 Talk Group management for Local Government users, including managing Talk Groups and Radio identification ("ID") within agreed ID ranges and according to the policies set by ODOT.
- 1.2.6.9 Local Government Console activity, reports, programming parameters.
- 1.2.6.10 Monitoring of Local Government Trunked Radio Sites and backup monitoring for State TRS.

1.2.7 Provide annual reports to ODOT on the use of the Local Government Trunked Radio Sites not later than January 1 for Radio activity for the previous Fiscal Period. For purposes of this Section "Fiscal Period" shall be defined as the period from July 1st through and including June 30th.

1.3 Local Government Use of State TRS. Local Government shall:

- 1.3.1. Restrict use of the State TRS to the following entities: Alfalfa Rural Fire Protection District, City of Bend, Black Butte Ranch Police Service District, Black Butte Ranch Fire District, Cloverdale Rural Fire Protection District (RFPD), Crooked River Ranch Fire and Rescue, Deschutes County, Deschutes County 9-1-1 Service District, La Pine RFPD, City of Redmond, Redmond Fire and Rescue, Sisters-Camp Sherman RFPD, and Sunriver Service District.
- 1.3.2. Restrict Local Government use of State TRS to two thousand (2000) Radios.
- 1.3.3. Negotiate, obtain, and maintain to the extent necessary, agreements for all Local Government Authorized Users of the State TRS. Parties agree that all agreements that allow access to the State TRS shall be subject to the terms and conditions of this Agreement except the following: Sections 4.
- 1.3.4. Before programming any Templates Local Government shall provide ODOT with a list of Local Government Radios, each identified by: vendor/service provider, manufacturer, model number and serial number and flash or operating version. If Local Government contracts for a service provider to maintain Local Government Radios, Local Government shall allow ODOT to review the service provider's credentials and shall require that the service provider complies with the SPPs.

2.0. ODOT Responsibilities under this Agreement.

- 2.1. Collocation Authorization. ODOT grants to Local Government the nonexclusive right to Collocate in State Facilities as identified in Exhibit D.
- 2.2. State TRS. ODOT shall:
 - 2.2.1. Fund and install the State Master Switches with microwave connectivity to the DC911 PSAP Site in Bend, Oregon and the State trunked Radio Sites identified on Exhibit C, including any required connecting microwave links from the State trunked Radio Sites to the State Master Switches and to an ODOT identified Demarcation Point at the DC911 PSAP Site. All equipment associated with the State TRS shall remain the property of State.
 - 2.2.2. Authorize Local Government nonexclusive use of the State TRS, including the nonexclusive associated use of the microwave links connecting the State TRS sites on Exhibit C to the State Trunked Radio System, including but not limited to the following:
 - 2.2.2.1. Use of the State TRS as a primary means of communications for a maximum of two thousand (2000) Radios.
 - 2.2.2.2. Parties understand that Local Government use of the State TRS includes use by Authorized Users or agencies that are part of the consortium of Governmental Entities that are part of Local Government for purposes of this Agreement through written agreements ("Local Government Sponsored Agencies"); however, such use shall not exceed the maximum number of Local Government end user Radio units identified in this Section. Permit the following entities to use the State TRS pursuant to this Agreement: Alfalfa Rural Fire Protection District, City of Bend, Black Butte Ranch Police Service District, Black Butte Ranch Fire District, Cloverdale Rural Fire Protection District (RFPD), Crooked River Ranch Fire and Rescue,

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Deschutes County, Deschutes County 9-1-1 Service District, La Pine RFPD, City of Redmond, Redmond Fire and Rescue, Sisters-Camp Sherman RFPD, and Sunriver Service District.

- 2.2.2.3. Radio talk group access to the State trunked Radio Sites identified on Exhibit C, including the nonexclusive associated use of the microwave Links connecting the State TRS Sites to the State Master Switches.
 - 2.2.2.4. Connection of the Local Government Trunked Radio Sites to the State microwave link that connects to the State Master Switches at an ODOT identified Demarcation Point at the Local Government DC911 PSAP Site.
 - 2.2.3. Retain the right to coordinate with other eligible users to provide or restrict communication access to the State TRS for usage beyond mutual aid communications, and the right to limit future access to State TRS by terminating this Agreement as provided in Section 16.
 - 2.2.4. Retain priority use of the State TRS, including the right to preempt a Local Government transmission on State TRS until State transmission is completed.
- 2.3. ODOT Use of Local Government Trunked Radio Sites. ODOT shall:
- 2.3.1. Restrict State use of Local Government Trunked Radio Sites to Authorized Users.
 - 2.3.2. Restrict State use of Local Government Trunked Radio Sites to one thousand three hundred (1300) Radios. Notwithstanding the foregoing, State may program all State Radios with the necessary programming to access Local Government Trunked Radio Sites.
 - 2.3.3. Negotiate, obtain, and maintain to the extent necessary, agreements for all State Agency users of the Local Government Trunked Radio Sites. Parties agree that all agreements that allow access to the Local Government Trunked Radio Sites shall be subject to the terms and conditions of this Agreement except the following: Sections 4.
 - 2.3.4. Provide system management of the State TRS including the following:
 - 2.3.4.1. Generate and provide statistical data and reports to Local Government concerning Radio usage of the State TRS.
 - 2.3.4.2. Generate and provide financial reports to Local Government concerning operating and maintenance costs of the State TRS.
 - 2.3.4.3. Coordinate training for State users.
 - 2.3.4.4. Alarm Reporting
 - 2.3.4.5. Primary alarm response for ODOT equipment.
 - 2.3.4.6. Backup alarm response for Local Government equipment.
 - 2.3.4.7. System performance management.
 - 2.3.4.8. System security management.
 - 2.3.4.9. Traffic management.
 - 2.3.4.10. Talk Group management for State users.
 - 2.3.4.11. State console activity, reports, programming parameters.
 - 2.3.4.12. Visibility management, tiering and permissions.
 - 2.3.4.13. Monitoring of State TRS and backup monitoring of Local Government Trunked Radio Sites .
- 3.0. General Responsibilities of the Parties. Each Party shall:**
- 3.1. Annually review the number of Radio units using the other Party's TRS and modify the authorizations in Sections 1.2.2.1, 1.3.2, 2.2.2.1, and 2.3.2. Modifications required under this Section may be made without amendment to this Agreement with written approval of the Parties, including written approval to modifications to Exhibit B if any as appropriate.
 - 3.2. Meet State standards for trunked Radio sites and to the extent possible trunked Radio Sites shall be designed and configured with equipment equal or substantially equivalent to the standards used for the State TRS, including but not limited to the following:

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- 3.2.1. Forty-Eight hours emergency back-up power for Local Government Trunked Radio Sites unless the Parties mutually agree in writing on a lower standard for a specific site. Agreement required by this Subsection may be by electronic or U.S. mail.
- 3.2.2. Trunked Radio infrastructure standards and specifications substantially equivalent to the standards established under the ODOT's contract with its vendor for the State TRS as it exists at the time of execution of this Agreement. A copy of ODOT's vendor contract is available from ODOT upon request by Local Government.
- 3.2.3. Redundant microwave connectivity to the State Master Switches.
- 3.3. Negotiate, obtain, and maintain to the extent necessary leases, permits, or agreements for all Facilities required for its trunked Radio equipment. Except as provided on Exhibit B Fees, each Party shall be solely responsible for all rent and fees associated with said leases.
- 3.4. Maintain its trunked Radio system according to industry standards and in accordance with any required manufacturer warranty requirements. Maintenance shall be performed by a certified technician. In the event a Party fails to adequately maintain or otherwise provide for proper maintenance of its trunked Radio system to the extent that it materially affects the critical Public Safety communications of the other Party, then the aggrieved Party within 24 hours of notifying the other Party of such, shall have the right to designate a certified technician to provide the proper maintenance and request reimbursement upon demand and receipt of invoice to the owner of the trunked Radio system equipment for the maintenance required to restore critical Public Safety communications.
- 3.5. Technical Support
 - 3.5.1. If either Party requests technical support ("Requesting Party") from the other Party ("Responding Party") to respond to service affecting problems and it is determined and agreed by both Parties that the service affecting problem is on the Requesting Party's equipment, the Requesting Party shall pay the reasonable actual costs of the Responding Party involved in responding to the request as defined in Subsection 3.5.2 of this Section. Responding Party shall submit an itemized invoice to Requesting Party within forty-five (45) days of the service. Requesting Party shall pay Responding Party within forty-five (45) days of receipt of invoice.
 - 3.5.2. For purposes of this Section, reimbursable expenses and reasonable actual costs for the Responding Party are as follows:
 - 3.5.2.1. Clerical, accounting, administrative, management, and dispatch time during normal business hours will be considered part of routine business for both Parties and the Parties shall reimburse for such time at fifty percent (50%) of the current loaded State published salaries. Published salaries are available at the following website:
<http://www.oregon.gov/Pages/cgi-bin/ccrt.aspx?pg=ccrt>
Salary loading shall be calculated using the State calculations for overhead. Information for calculating loaded salaries is available from ODOT upon request.
 - 3.5.2.2. The Requesting Party shall reimburse for time required outside of normal business hours at the full published rates.
 - 3.5.2.3. Technician time performed by in-house personnel will be considered professional technical services and the Requesting Party shall reimburse for such time at a rate of one hundred dollars (\$100.00) per hour for actual time spent on responding to the request. Actual time will be defined as travel time for one (1) round trip from the official work station to a communications Site and actual time at a Site working to resolve the Requesting Party's service request. Any additional technician time required to resolve the service request must be approved in advance by the Requesting Party.
 - 3.5.2.4. The Parties shall reimburse for technician time performed by an outside contractor at the full rate charged by the contractor. Reimbursable contractor expenses will be defined as travel time for one (1) round trip from the official work station to a communications Site

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- and actual time at a Site working to resolve the Requesting Party's service request. Any additional technician time by an outside contractor required to resolve the service request must be approved in advance by the Requesting Party.
- 3.5.2.5. The Parties shall reimburse for travel expenses in accordance with the then current rates established by the Oregon Department of Administrative Services.
- 3.5.2.6. Total obligation for reimbursable expenses per incident request under this Agreement will not exceed one thousand dollars (\$1,000.00) including all expenses without prior approval of the Requesting Party.
- 3.5.2.7. An authorized manager of the Requesting Party shall provide all approvals in writing during regular business hours. During non-business hours approval may be verbal and may be provided by the emergency contact of the Requesting Party if the Requesting Party considers the requested service an emergency to restore vital communications. If verbal approval is provided, the Requesting Party shall provide follow up approval in writing within one (1) Business Day. An authorized manager of the Requesting Party shall provide follow-up approval. Written approvals may be provided by U.S. Mail or electronic mail.
- 3.5.2.8. The Responding Party shall perform the work under this Agreement as an independent contractor and the Responding Party shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
- 3.5.2.9. All employers, that employ subject workers who work under this Agreement in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Local Government shall ensure that each of its subcontractors complies with these requirements.
- 3.6. Abide by the SPPs applicable to the State TRS.
- 3.7. Submit a Change Order Request as provided in Section 20 of this Agreement to the other Party for any proposed use that exceeds the limits of end user Radio units identified in this Agreement.
- 3.8. Restrict use of the other Party's frequencies to Authorized Users.
- 3.9. Restrict use of the other Party's trunked Radio system to ODOT-approved Radios, with authorized and validated serial numbers, Talk groups and Radio ID's. The list will be updated periodically by ODOT.
- 3.10. Submit to the other Party an annual inventory of all Radios that will access the other Party's trunked Radio system during the following fiscal year on or before January 1 of each year.
- 3.11. Provide all programming, maintenance and repair of its own Radios.
- 3.12. Provide back-up technical staff for maintenance of the other Party's trunked Radio system according to the terms in SPP 08 Service Protocols. Technical staff providing maintenance shall receive training approved by ODOT.
- 3.13. Provide Radio user training to all of the Party's Authorized Users of the State TRS and Local Government Trunked Radio Sites and not permit any employee or other personnel, including volunteers to use the State TRS or Local Government Trunked Radio Sites until such individual has received Radio user training.
- 3.14. Take appropriate corrective action against any of its employees, contractors, or individuals it has authorized to use the State TRS or Local Government Trunked Radio Sites under this Agreement who violate SPPs in order to protect the integrity, security, safety, and efficient operation of the State TRS and Local Government Trunked Radio Sites.
- 3.15. Assure Radio units are properly operated on either the State TRS or Local Government Trunked Radio Sites, including any ongoing maintenance or upgrades associated with the Radio units. This provision does not affect any Party's ability to pursue and obtain third-party funding for Radio units or funding through grant programs available to a Party.

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EXHIBIT B – USER FEES – PAGE 1 OF 3

State Fees

ODOT shall pay the following annual fees to Local Government as identified in Section 7 of this Agreement. Fees may increase annually based on the Consumer Price Index for Portland, Oregon published in January and published mid-February unless otherwise noted below. Notwithstanding the foregoing, fees shall be adjusted to reflect proportionate share of costs for any new Partner Agencies or User Agencies using the State TRS and Local Government Trunked Radio Sites after the Effective Date of this Agreement.

Total State Radios using Local Government Trunked Radio Sites for primary Radio communications: maximum 1300. (State Radios accessing Local Government Trunked Radio Sites calculated on the following: Existing Radios in Deschutes and neighboring counties: Crook –ODOT 19, OSP 13; Deschutes –ODOT 249, OSP 92; Harney – ODOT 36, OSP 12; Jefferson – ODOT 55, OSP 14; Klamath - ODOT 122, OSP 45; Lake – ODOT 51, OSP 8; Linn – ODOT 74, OSP 27 Total 1087 Total Number was increased by approximately 20% to 1300 for planned future growth.
Total Local Government Radios using Local Government Trunked Radio Sites for Primary Radio Communications: maximum 2000 (Estimated current and future use as of the date of this Agreement.)
Percent of total use of Local Government Trunked Radio Sites attributed to State use: 39% (Total Radios using Local Government Trunked Radio Sites equals 1300 State Radios plus 2000 Local Government Radios (3300); State Use =1300/3300

Description	Annual Fees July 1, 2016 -June 30, 2017
TRS Site Maintenance fee for Primary Use Sites, as identified in Exhibit C (Formula: \$42,994.00 x .39 x 6) (Fees shall be pro-rated based on the date each Local Government Trunked Radio Site is commissioned, accepted by Local Government and available for State Radio traffic. (See this Exhibit B pg. 3 for detailed information on Site Maintenance Cost calculations)	\$100,606.00
Microwave Fee - microwave transport associated with State Use of Local Government Trunked Radio Sites (State Rates for T1 spanning 7+ hops Formula: \$1,639/month x .40 = 7,867.00)	\$7,867.00
Collocations – State use of Local Government Communications Sites	
DC911 PSAP (Negotiated rate for maintenance and power in Collocation authorization Exhibit D, Attachment 1)	\$3,600
TOTAL State Annual FEES*	\$112,073.00

*Throughout the Term of this Agreement, State Annual fees shall be a credit to offset the Local Government Annual fees to the extent that State Annual fees are less than Local Government Annual fees.

ODOT Trunked Radio Agreement No. _____
 Local Government Agreement No. _____

EXHIBIT B – USER FEES – PAGE 2 OF 3

Local Government Fees:

Local Government shall pay the following annual fees to ODOT as identified in Section 7 of this Agreement. Fees may increase annually based on the Consumer Price Index for Portland, Oregon. Notwithstanding the foregoing, fees shall be adjusted annually to reflect proportionate share of costs for all Partner Agencies or User Agencies using the State TRS and Local Government Trunked Radio Sites.

Total State Radios using State Master Switches 5500 (Actual Radio count statewide plus approximately 20% for planned growth)
Total State Radios using State TRS Sites on Exhibit C for Primary Radio Communications maximum 1300 (See Page 1 of this Exhibit for detail.)
Total Local Government Radios using State TRS Sites on Exhibit C for Primary Radio Communications: maximum 2000 (See Page 1 of this Exhibit for detail.)
Percent of total use of State Master Switches attributed to Local Government use: 27% (Formula: Local Government Use = 2000/7500)
Percent of total use of State TRS Sites on Exhibit C attributed to Local Government use: 61% (Formula: Local Government Use = 2000/3300)

Description	Annual Fees July 1, 2016 - June 30, 2017
State Master Switches – percentage of annualized cost of switches. (Formula: \$2.1M/15=\$140k; \$140k x .27 = Deschutes annualized cost for use of State Master Switches; Plus \$199,500.00 x .27 = \$53,865.00 Deschutes annual cost for Harris software upgrades to the switch; Plus \$80,000.00 x .27 = \$21,600 Deschutes annual cost for Harris contract for switch maintenance; TOTAL \$37,800 + \$53,865 + \$21,600 = \$113,265.00)	\$113,265.00
TRS Site Maintenance – Primary Use Sites (61% of \$42,994.00 x 7) (See this Exhibit B pg. 3 for detailed information on Site Maintenance Cost calculations)	\$183,584.00
TRS Site Maintenance – Occasional Use Sites (10% of \$42,994.00 x 2) (See this Exhibit B pg. 3 for detailed information on Site Maintenance Cost calculations) (Note: Cost for use of Glass Butte will be added after State completion and Acceptance and will be prorated from the date Site is available for Local Government use.)	\$8,589.00
Microwave Fee – microwave transport associated with Local Government Use of ODOT TRS Sites (State Rates for T1 spanning 7+ hops Formula: \$1,639/month x .40 = 7,867.00)	\$7,867.00
Microwave Fee – microwave transport associated with Local Government Use of the State Master Switches (State Rates for T1 spanning 7+ hops Formula: \$1,639/month x .40 = 7,867.00)	\$7,867.00
Collocations – State use of Local Government Communications Sites	
Wampus Butte (Negotiated rate for maintenance and power in Collocation authorization Exhibit D)	\$3,600.00
TOTAL ANNUAL FEES	\$324,772.00
OFFSET CREDIT FOR STATE ANNUAL FEES	(-112,073.00)
ANNUAL FEES DUE FOR 7/1/16 THROUGH 6/30/17 (TO BE PRORATED FROM THE EFFECTIVE DATE AS APPROPRIATE)	\$212,699.00
ONE-TIME ADMINISTRATIVE SET-UP FEES	
Set-up fee (40 hours @ \$60.00/hr.) -ODOT set-up of Local Government administrative rights -ODOT set-up of Local Government Talk Groups	One-Time Fees \$2,400.00

ODOT Trunked Radio Agreement No. _____
Local Government Agreement No. _____

EXHIBIT B – USER FEES – PAGE 3 OF 3

Fee Assumptions:

State Master Switches Use Fee

- State and Local Government are the only parties using the State Master Switches as of the Effective Date of this Agreement.
- As of the date of this Agreement Local Government use of the State Master Switches is calculated as 26.67% of the total use.
- Switch costs include the following:
 - Annualized capital cost of State Master Switches (Based on 15 year estimated life) \$140,000.00
 - Annual vendor contract for software upgrades \$199,500.00
 - Annual vendor contract for switch hardware maintenance \$80,000.00
 - TOTAL ANNUAL SWITCH COSTS: \$419,500.00

TRS Annual Site Maintenance Fees

- TRS Site maintenance fees are assessed to State for Local Government Sites identified on Exhibit C and to Local Government for State Sites identified on Exhibit C Site Identification
- ODOT, OSP and Local Government are the only Partner or User Agencies using the State Trunked Land Mobile Radio Sites and the Local Government Sites as of the date of this Agreement and shall each pay 50% of the TRS Site maintenance costs for a site identified on Exhibit C as a primary use site and 10% of the TRS Site maintenance costs for a site identified on Exhibit C as an occasional use site.
- TRS Site maintenance fees for one Site include the following:
 - Technician loaded salary- two technicians (1/7 of annual based on State published rates Step 5) \$ 27,341.00
 - Technician vehicle (1/7 of annual for 2 vehicles) \$ 2,268.00
 - Site Utilities (based on averaged cost of 7 State sites) \$ 1,717.00
 - Site Lease (based on averaged cost of 7 State sites) \$ 11,688.00
 - TOTAL AVERAGE ANNUAL MAINTENANCE COST PER SITE 42,994.00

Microwave Transport

- Microwave fees are assessed based on the State’s annually approved rates for bandwidth sharing available from ODOT upon request.

Radio Counts - Radio Counts will be reviewed and adjusted annually on or before January 1 of each year.

- State will have maximum 5500 Radios utilizing the State Master Switches.
- Local Government will have maximum 2000 Radios utilizing the State Master Switches.
- Total State will have maximum 1300 Radios using Local Government Trunked Radio Sites for primary Radio communications.

EXHIBIT C SITE IDENTIFICATION – PAGE 1 OF 4
STATE TRS

A. State TRS Sites to be used by Local Government:

1. Primary Use Sites for Local Government: The following sites will be programmed into Local Government Radios for use of the State TRS for daily primary communications.

- a. Pine Mountain M/W (aka Antelope), State Site #F70901
Coordinates: Latitude 43.81128, Longitude -120.87436
State owns a tower and equipment building and associated structures at this Site under a ground lease from the United States of America, United States Forest Service (Controlling Party). Subject to ongoing approval from the Controlling Party, ODOT will provide trunked Radio Wireless Communications capabilities at this TRS Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this TRS Site.
- b. Grizzly Mountain M/W (Crook), State Site #F70701
Coordinates: Latitude 44.437586, Longitude -120.95431
State owns a tower and equipment building and associated structures at this Site under a ground lease from the United States of America, Bureau of Land Management (Controlling Party). Subject to ongoing approval from the Controlling Party, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site.
- c. Five Mile Butte, State Site #F70901
Coordinates: Latitude 44.35178, Longitude -121.69178
State owns a tower and equipment building and associated structures at this Site under a ground lease with Jerry R. Freund & Kevin L. Spencer (Controlling Party). Subject to ongoing approval from the Controlling Party, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site.
- d. Wampus Butte, State Site #F70906
Coordinates: Latitude 43.69971, Longitude -121.62195
State owns a tower and equipment building and associated structures at this Site under a ground lease with the United States of America, United States Forest Service (Controlling Party). Subject to ongoing approval from the Controlling Party, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will install equipment at this site as described in Exhibit D.
- e. Sugar Pine Butte, State Site F70912
Coordinates: Latitude 43.828631, Longitude -121.351979
ODOT leases tower space and building space at this site under a Sublease with Vista Towers, LLC ("Vista") who owns Facilities at this Site under a ground Lease with the United States of America, United State Forest Service ("USFS"). Vista and the USFS are Controlling Parties at this Site. Subject to ongoing approval from the Controlling Parties, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site except under separate authorization from Vista.
- f. Powell Butte Vista, State Site F70705
Coordinates: Latitude 44.19742, Longitude -120.97886
State owns a tower and equipment building and associated structures at this Site under a ground lease with Powell Butte Vistas, LLC (Controlling Party). Subject to ongoing approval from the Controlling

ODOT Trunked Radio Agreement No. _____
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EXHIBIT C SITE IDENTIFICATION – PAGE 2 OF 4

Party, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site.

- g. Mt. Bachelor, State Site F70903
Coordinates: Latitude 43.97756, Longitude -121.68569
ODOT leases antenna mounting space and building space at this site under a Sublease with Mt. Bachelor, LLC who owns Facilities at this Site under a ground Lease with the United States of America, United States of America, United States Forest Service (“USFS”). Mt. Bachelor, LLC and the USFS are Controlling Parties at this Site. Subject to ongoing approval from the Controlling Parties, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site.

2. Occasional Use Sites for Local Government: The following sites will be programmed into Local Government Radios for use of the State TRS for occasional mutual aid communications.

- a. Walker Mountain M/W (Klamath), State Site #F71801
Coordinates: Latitude 43.30583, Longitude -121.71622
ODOT leases antenna mounting space and building space at this site under a Sublease with United States of America, Bonneville Power Administration (BPA) who owns Facilities at this Site under a ground Lease with the United States of America, United States Forest Service (“USFS”). BPA and the USFS are Controlling Parties at this Site. Subject to ongoing approval from the Controlling Parties, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site.

- b. Agency Plains, State Site #F73314
Coordinates: Latitude 44.75511, Longitude -121.21961
State owns a tower and equipment building and associated structures at this Site. The underlying land is owned by the United States of America, Bureau of Land Management (Controlling Party). The Parties acknowledge the real property rights to the underlying land are not secure and ODOT’s ongoing obligations to Local Government under this Agreement are entirely contingent upon obtaining the appropriate authorization from the Controlling Party. Subject to approval from the Controlling Party, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site.

- c. Glass Butte, State Site #F71915
Coordinates: Latitude 43.55900, Longitude -120.07239
ODOT has coordinated with United States of America, Bonneville Power Administration (BPA) on an application for a ground Lease from the United States of America, Bureau of Land Management (“BLM”). BPA and the BLM are Controlling Parties at this Site. The Parties acknowledge the real property rights to the underlying land are not secure and ODOT’s ongoing obligations to Local Government under this Agreement are entirely contingent upon obtaining the appropriate authorization from the BLM. Subject to approval from the Controlling Party and construction of the Wireless Communications Facilities by BPA, ODOT will provide trunked Radio Wireless Communications capabilities at this Site with microwave backhaul to the DC911 PSAP Site. Local Government will not own any equipment at this Site.

EXHIBIT C SITE IDENTIFICATION – PAGE 3 OF 4

3. Other Site required for Connectivity to State TRS:

DC911 PSAP, State Site #F70911
Coordinates: Latitude 44° 5' 52.102"; Longitude 121° 18' 22.20"
ODOT will provide microwave backhaul at this Site to the State switch in Bend. Local Government is the Controlling Party at this Site. ODOT has equipment at this site as authorized in Exhibit D.

LOCAL GOVERNMENT TRUNKED RADIO SITES TO BE USED BY STATE

B. Local Government Trunked Radio Sites shall be purchased and installed at the sole cost and expense of Local Government. Local Government shall use best efforts to complete installation of the Local Government Trunked Radio Sites on or before October 1, 2016 unless otherwise agreed by the Parties.

1. Primary Use Sites for State: The following sites will be programmed into State Radios for use of the Local Government Trunked Radio Sites for daily primary communications.

- a. Cline Butte
Coordinates: Latitude 44° 15' 0.0"; Longitude 121° 17' 50.79"
Local Government shall provide siting at this site for Local Government Trunked Radio Sites. Local Government shall provide trunked Radio Wireless Communications capabilities at this Site with microwave or redundant fiber backhaul to the DC911 PSAP Site. State will not own any equipment at this Site.
- b. Jack Pine
Coordinates: Latitude 44° 02' 47.377"; Longitude 121° 31' 58.066"
Local Government shall provide siting at this site for Local Government Trunked Radio Sites. Local Government shall provide trunked Radio Wireless Communications capabilities at this Site with microwave or redundant fiber backhaul to the DC911 PSAP Site. State will not own any equipment at this Site.
- c. County Fair & Expo
Coordinates: Latitude 44° 14' 09.62"; Longitude 121° 20' 58.76"
Local Government shall provide siting at this site for Local Government Trunked Radio Sites. Local Government shall provide trunked Radio Wireless Communications capabilities at this Site with microwave or redundant fiber backhaul to the DC911 PSAP Site. State will not own any equipment at this Site.
- d. St. Charles
Coordinates: Latitude 44° 04' 3.5"; Longitude 121° 16' 10.34"
Local Government shall provide siting at this site for Local Government Trunked Radio Sites. Local Government shall provide Trunked Radio Wireless Communications capabilities at this Site with microwave or redundant fiber backhaul to the DC911 PSAP Site. State will not own any equipment at this Site.
- e. Pine Marten
Coordinates: Latitude 45° 59' 26.4"; Longitude 121° 41' 11.5"
Local Government shall provide siting at this site for Local Government Trunked Radio Sites. Local Government shall provide trunked Radio Wireless Communications capabilities at this Site with

ODOT Trunked Radio Agreement No. _____
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EXHIBIT C SITE IDENTIFICATION – PAGE 4 OF 4

microwave or redundant fiber backhaul to the DC911 PSAP Site. State will not own any equipment at this Site.

f. Awbrey Butte

Coordinates: Latitude 44° 04' 38.6"; Longitude 121° 19' 54"

Local Government shall provide siting at this site for Local Government Trunked Radio Sites. Local Government shall provide trunked Radio Wireless Communications capabilities at this Site with microwave or redundant fiber backhaul to the DC911 PSAP Site. State will not own any equipment at this Site.

2. Other Site required for connectivity to State TRS:

a. DC911 PSAP

Coordinates: Latitude 44° 5' 52.102"; Longitude 121° 18' 22.20"

Local Government shall provide siting at this site for connectivity to the State TRS. Local Government is the Controlling Party at this Site. State will install equipment at this site as described in Exhibit D.

Exhibit D – Collocation Authorizations
EXHIBIT D - COLLOCATION AUTHORIZATIONS
(Collocation Authorizations)

1. Collocation Site. Each Party has Collocation of Communications Equipment in Facilities owned or controlled by the other Party as described in the Attachments to this Exhibit D.
2. Supplemental Terms and Conditions for Collocation. The following terms and conditions supplement the Agreement.
 - a. Local Government and State each own, or have authorized use of a portion of the property on which communications Facilities are located as identified in the Attachments to this Exhibit D.
 - b. Permitted Use. Each Party will use its Communications Equipment installed within the Premises (defined below), for the installation, maintenance, operation, and repair of Wireless Communications Equipment. Neither Party will prohibit or interfere with the use of the Site or any portion thereof by the Controlling Party or other tenants, licensees or occupants. Neither Party will sublicense, lease, rent, share, or allow the use of its Communications Equipment or the Premises in whole or in part, by any third party, without the Controlling Party's prior written consent.
 - c. Access. Pursuant to its access rights under any underlying lease, policies and procedures, the Controlling Party will provide the Collocating Party reasonable access to the Premises 24 hours per day, 7 days per week so that the Collocating Party may perform installation, operation, maintenance, replacement and repair functions on its Wireless Communications Equipment. The Collocating Party will provide the Controlling Party with reasonable advance notice. The Collocating Party will be responsible for the actions of all who access the Site on the Collocating Party's behalf.
 - d. Utilities. Each Party will be responsible for the cost of utilities for its Wireless Communications Equipment and use, unless otherwise stated in this Agreement.
 - e. Installation. Prior to the commencement of any work within the Premises, the Collocating Party will, at its cost and expense, prepare and deliver to the Controlling Party working drawings, plans and specifications (the "Plans") detailing the technical characteristics, location and size of its Communications Equipment, specifically describing the proposed installation and related work, and detailing the schedule for all installation activities related thereto. No work will commence until the Controlling Party, in its sole reasonable discretion, has approved the Plans in writing.
 - f. The Collocating Party's Covenants and Warranties. The Collocating Party hereby covenants and warrants:
 - i. To keep the Premises and its Communications Equipment in good order, repair and condition throughout the Collocation Term (defined below) and to promptly and completely repair all damage to the Site, the Premises, or both, caused by The Collocating Party, reasonable wear and tear excepted;

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- ii. To comply with federal, state and municipal laws, orders, rules and regulations applicable to its activities and Communications Equipment; and
 - iii. Not to disrupt, adversely affect or interfere with other providers of services to the Premises or with any occupant's use and enjoyment of the Premises or any common areas of the Site.
- g. Equipment Ownership and Maintenance.
- i. The Communications Equipment will belong to or be leased by the Collocating Party, and will be located at the Premises at the sole risk of the Collocating Party.
 - ii. The Collocating Party will, at its sole expense, maintain and repair its Communications Equipment to avoid hazard or damage to the Site and Premises or injury to the Controlling Party employees, agents, suppliers or the public. Any necessary additional protective devices will be provided by The Collocating Party, at The Collocating Party's sole expense. The Controlling Party will have no responsibility for maintenance or repair of the Collocating Party's Communications Equipment.
 - iii. At the expiration or earlier termination of The Collocating Party's Collocation Authorizations, The Collocating Party will remove its Communications Equipment and The Collocating Party's personal property from the Premises in a neat and orderly manner, and repair all damage caused by such removal, excluding normal wear and tear, at The Collocating Party's sole expense. Any property not so removed within thirty (30) days after the expiration or termination of The Collocating Party's Collocation Authorizations will be deemed abandoned and the property of the Controlling Party. The Collocating Party will be liable for all costs incurred by the Controlling Party from removing the Communications Equipment and repairing the Premises as a result thereof.
- h. Additional Authorizations. The Controlling Party reserves the right to grant, renew or extend similar Authorizations to others for locating Communications Equipment in the Premises.
- i. CONDITION OF PREMISES. THE CONTROLLING PARTY MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OF THE PREMISES. THE COLLOCATING PARTY HAS INSPECTED THE PREMISES AND THE SITE, ACCEPTS THE SAME "AS IS" AND AGREES THAT THE CONTROLLING PARTY IS UNDER NO OBLIGATION TO PERFORM ANY WORK OR PROVIDE ANY MATERIALS TO PREPARE THE PREMISES OR THE SITE FOR THE COLLOCATING PARTY.
- j. Liens. The Collocating Party will be responsible for the satisfaction or payment of any provider of work, labor, material or services claiming by, through or under The Collocating Party related to The Collocating Party's Collocation at a Site. The Collocating Party will indemnify, hold harmless and defend the Controlling Party against any liens, including reasonable attorneys' fees. Any lien will be discharged by The Collocating Party within ten (10) days of notice of filing. Failure to discharge any lien is a material breach of this Agreement, and will result in immediate termination of the affected Authorization.

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- k. Subcontractors. The Collocating Party may subcontract any portion of installation, maintenance or repair of its Communications Equipment within the Premises contemplated by this Agreement to an approved entity competent to perform such work. The Collocating Party must obtain the Controlling Party's written approval before utilizing any subcontractor to perform any activities under this Agreement, and access to the Premises is subject to the terms of this Agreement. In no event will such subcontract relieve The Collocating Party of any of its obligations or liabilities under this Agreement. If either Party's Communications Equipment is damaged or disrupted by a third party permitted at a Site by the other Party ("Authorizing Party"), it will be the Authorizing Party's responsibility to mitigate the damages or disruption and ensure the equipment is restored to its condition prior to the damage or disruption.

- l. Taxes and Assessments and Other Fees. The Collocating Party shall be responsible for any taxes or assessments that may be levied against a Site that directly result from its installation of The Collocating Party's Communications Equipment at the Premises or Site improvements. This provision also includes any fees that may be charged by any landowner.

**Attachment 1 to Exhibit D
(DC911 PSAP)**

1. Site Ownership. Local Government owns the real property and the shelter at the DC911 PSAP Communications Site (DC911 PSAP).
2. Controlling Party. Local Government is the Controlling Party of the DC911 PSAP Site.
3. Collocating Party. ODOT is the Collocating Party at the DC911 PSAP Site.
4. Site Location. DC911
5. is located at 20355 Poe Scholes Road, Bend, Oregon, Latitude 44° 5' 52.102" / Longitude -121° 18' 22.20".
6. Term. This Collocation Authorization expires on June 30, 2026, unless renewed pursuant to Section 3 of this Trunked Radio Use Agreement and Collocation Authorization Agreement or earlier terminated pursuant to this Agreement.
7. Premises. The Premises are comprised of rack space within the Local Government Shelter and tower space on the Local Government tower as identified in Section 7 of this Attachment 1.
8. Communications Equipment. State's authorized Communications Equipment:

Authorized Tower Equipment:

- QTY (1) IceShield ISMD4 @ -92' B Leg
- QTY (1) Bend Maint. HP MW Andrew VHLPX800-11 @ -88' B Leg
- QTY (1) Ice Shield ISMD6 @ 90' C Leg
- QTY (1) Sugar Pine STD/RAD MW Andrew PARX6-59W @ 85' C Leg

Frequencies:

<i>TX</i>	<i>Power Output</i>	<i>RX</i>
1114.85.0	27.5dBm	10995.0
6404.79	29.0dBm	6152.75

Authorized Shelter Space:

QTY 4 Racks

9. Site Specific Provisions: ODOT staff requiring authorized access to Local Government Facilities shall comply with Local Government requirements for security as modified from time to time.
10. Collocation Fees: \$1,300 annually

**Attachment 2 to Exhibit D
(Wampus Butte)**

- 1. Site Ownership. The United States Forest Service (USFS) owns the real property and State owns the tower and shelter at the Wampus Butte Communications Site (Wampus).
- 2. Controlling Party. ODOT is the Controlling Party at Wampus.
- 3. Collocating Party. Local Government is the Collocating Party at Wampus.
- 4. Site Location. Wampus is located 28 miles SW of Bend, Oregon; Latitude 43° 41' 58.97" / Longitude -121° 37' 19.03".
- 5. Term. This Collocation Authorization expires on June 30, 2026 unless renewed pursuant to Section 3 of this Agreement, and contingent upon ODOT renewing its communications use lease with the USFS or unless earlier terminated pursuant to this Agreement.
- 6. Premises. The Premises are comprised of rack space within the State Shelter and tower space on the State tower as identified in Section 7 of this Attachment 2.
- 7. Communications Equipment. Local Government's authorized Communications Equipment:

Temporary Authorization:

Authorization includes the following for a period of not more than 24 months following the transition to use of the State TRS for Local Government's primary Radio communications:

Temporary Authorized Tower Equipment:

QTY(1) 10' OMNI 800 MHz Rx @ 80' C Leg

QTY (1) 10' OMNI Inverted 800 MHz Rx @ 65' A Face

Frequencies:

<i>TX 815.7375</i>	<i>Power Output 100W</i>	<i>RX 860.7375</i>
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Temporary Authorized Shelter Space:

Shelter space for Radio equipment as currently configured occupying approximately six (6) rack spaces

Long-Term Authorization: Authorization includes the following for the Term of this Authorization:

Long Term Authorized Tower Equipment:

QTY (1) 10' OMNI VHF Paging @ 60' C Face

QTY (1) 20' OMNI VHF Voice @ 40' C Face

QTY(1) 5' OMNI LPFD Voice @ 20' B Face

Frequencies:

<i>TX 155.130</i>	<i>Power Output 100W</i>	<i>RX 155.625</i>
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Long-Term Authorized Shelter Space:

QTY 2 Racks – Location to be determined by ODOT

- 8. Site Specific Provisions:
 - a. Local Government will comply with requirements of ODOT's underlying ground lease with the USFS, including the Communications Site Management Plan—documents available from ODOT upon request.
 - b. Within forty-five (45) days following execution of this Agreement, ODOT shall submit any required application/notice to the electric and propane providers and assume the responsibility for payment of the electric bill and propane refueling at the site.
 - c. Collocation Fees: \$1,300 annually

State Trunked Land Mobile Radio System
Standards, Policies, and Procedures

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Approved

By: [Signature] 3/27/17
 ODOT Technical Services Manager, Date
 Maintenance & Operations Branch

APPROVAL RECOMMENDED:

By: [Signature] 3/22/16
 ODOT State Radio Project Manager Date

APPROVAL RECOMMENDED:

By: [Signature] Robert Reish 3/7/16
 ODOT Wireless Communications Section Manager Date

APPROVAL RECOMMENDED:

By: [Signature] 3/17/16
 Statewide Interoperability Coordinator Date

SPP-01. **DEFINITIONS**

- a) "Abuse of User Privileges" means repeated violation of System Standards, Policies, and Procedures for the State TRS (defined below).
- b) "Authorized User" means a person granted the right to use a Radio.
- c) "Business Days" means 8:00 AM to 5:00 PM Pacific Time, Monday through Friday, except for holidays recognized by the State of Oregon.
- d) "Compatible" means equipment that complies with the P25 suite of standards for digital land mobile (LMR) services for local, state and national (federal) public safety organizations and agencies. P25 is applicable to LMR equipment authorized or licensed in the U.S., under the National Telecommunications and Information Administration (NTIA) or Federal Communications Commission (FCC) rules and regulations.
- e) "Configuration Item" means an information technology resource identified in the Change Management Policy.
- f) "Controlling Party" means the party identified as the Controlling Party of a Wireless Communications Site.
- g) "Event Talk Group" means a non-exclusive Talk Group assigned by Dispatch or by ODOT during a multi-agency operation, such as a dispatch request for users to travel outside of their normal assignment area to provide mutual aid.
- h) "Fleet Map" means the configuration of features and programming parameters of the State TRS to function according to the unique operational requirements of each participating agency.
- i) "Priority Use" means the order of right or privilege of use when the network is congested and the ability to transmit or receive is hindered.
- j) "Radio" means a base station, control station, mobile, or portable Radio, which has a unique identification number and may operate on a Radio system.
- k) "Radio Programming" means Fleet Mapping, Template programming and reprogramming, and assignment of Talk Groups for use of the State TRS.
- l) "Service Level Protocol" means the operations and maintenance services protocols set forth in SPP08.
- m) "Service Provider" means an entity under contract to provide services, including maintaining Radios, microwave network, trunked Radio system, trunked land mobile Radio repeaters, or related electronic hardware equipment that connect to or operate on the State Radio System.
- n) "State Microwave Network" means the State of Oregon-owned microwave antennas, data network, facilities and associated hardware at communications sites. ODOT operates and maintains the State Microwave Network.
- o) "State Trunked Land Mobile Radio System or State TRS" means the State of Oregon 700 MHz Trunked Land Mobile Radio Sites and associated controllers and switches providing connectivity for land mobile Radio communications.
- p) "System Management" means management and administration of State TRS and Local Government TRS operations, including, but not limited to: (a) Assign Radio use priorities; (b) Manage Talk Groups to ensure appropriate use of the State TRS; (c) Set standards policies, and procedures for the State

TRS; (d) Enforce standards, policies, and procedures governing the use of the State TRS; (e) Generate use and statistical data and reports concerning users of the State TRS; (f) Enforce termination of services, access or agreements for Abuse of User Privileges.

- q) "Talk Group" means a configurable, pre-programmed, voice pathway in the State TRS by which properly programmed Radios can communicate with each other. (NOTE: Talk Groups differ from regular and conventional Radio channels in that they are not restricted to a certain Radio frequency and may use up to 21 separate frequencies that are assigned by a controller on a control channel.)
- r) "Template" means the Radio software programmed into a Radio to control the Radio's Talk Group functions and communication capabilities.
- s) "Trunked Land Mobile Radio Site" or "TRS Site" means trunked land mobile Radio repeaters, related electronic hardware equipment and connectivity equipment that connect a TRS Site to other TRS Sites or to a controller or switch.



SPP-02. TRUNKED LAND MOBILE RADIO USERS GROUP [PLACEHOLDER]

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SPP-03. **CHANGE MANAGEMENT**

1. OBJECTIVE

- (a) To ensure that standardized and optimized methods and procedures are used for the efficient and prompt handling of all Changes to technology configuration items.
- (b) To minimize the potential adverse impacts of changes to technology configuration items on ODOT business operations and to improve the delivery of services to customers.
- (c) To maintain compliance with applicable Federal, State and Local Government statutes, regulations, policies and guidelines regarding the management of technology configuration items.

2. SCOPE

- (a) All employees and contractors that install, operate, or maintain technology configuration items housed by, maintained by, or supported by ODOT Wireless are subject to this change management policy.
- (b) Documentation, including policies, processes, and procedures that govern the actions of Authorized Users.

All environments listed below are subject to this change management policy, with exceptions as noted:

- i. Development (DEV) Environment - a working environment for individual developers or small teams used to develop code or build, configure, and integrate infrastructure changes—applies to all configuration items EXCEPT: changes to existing applications under development , changes to existing databases under development, Documentation
- ii. Quality Assurance (QA) Environment - to assure the functionality, performance, and business acceptance of solutions prior to deployment. The QA environment can also double as a staging environment when used to assemble solution changes into releases. – applies to all configuration items EXCEPT: Documentation
- iii. Production (PROD) Environment - the actual environment in which a system will run once it is deployed. This environment is used to support the business’s live services— applies to changes to all configuration items

PROCEDURE:

1. **State TRS Hardware or Programming Change Request**

- (a) Hardware/programming changes necessary to restore operation to the State TRS pursuant to the contract are excluded from the requirements of this procedure.
- (b) All non-routine* hardware/programming changes requested shall be submitted in writing to ODOT).
 - A written request shall include a detailed description and operational reason for the change.
 - Upon receipt of the change request ODOT will provide prompt notification to the requestor.
 - ODOT will provide a response to the request no later than three (3) business days after receipt.
 - ODOT will consult with impacted parties to review the request. Upon review, ODOT will provide the requestor with acceptance or rejection of the request. A rejected request will include a detailed description of the reason for the rejection,

which may include recommended modifications for a new submittal.

- (c) All non-routine* hardware/programming changes deemed necessary by the vendor shall meet the following conditions:
 - The vendor shall submit a written request to ODOT including a detailed description and impact statement regarding the change.
 - Upon receipt of the change request, ODOT will provide prompt notification to all impacted parties.
 - ODOT will provide a response to the request no later than three (3) business days after receipt.
 - ODOT will consult with impacted agencies to review the request. Upon review, ODOT will provide the vendor with acceptance or rejection of the request. A rejected request will include a detailed description of the reason for the rejection, which may include recommended modifications for a new submittal.

2. Financial Responsibility for a Hardware or Programming Change

- (a) The cost of a requested hardware/programming upgrade change shall be the responsibility of the requestor, unless otherwise agreed by the parties.

* Routine shall be defined as hardware and programming updates that will have no functional and/or operational change for all Radio users.

SPP-04. SECURITY

1. ODOT shall:
 - (a) Develop a security plan for the State TRS and require any local government agency with Trunked Land Mobile Radio Sites that use the ODOT master switch to adopt a security plan that is substantially equivalent to the ODOT security plan.
 - (b) Develop security procedures for use and operation of the State TRS.
 - (c) Develop and manage the encryption keys for the State TRS as well as manage all interagency encryption keys. Local government encryption keys will be developed and managed by local government representatives.
 - (d) Conduct a biennial review of operations to determine compliance with the Security Plan.
 - (e) Verify that agency Radio programming templates/personalities in use comply with the SPP5 and do not contain unauthorized talk-groups or encryption keys from another agency.
 - (f) ODOT is authorized to initiate an audit of any Radio accessing the State TRS to ensure Radio programming is compliant with the Federal Communications Commission (FCC) rules, state policies, SPPs, and agreement with ODOT.
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SPP-05. SYSTEM KEY AND FLEET MAP MANAGEMENT

1. SYSTEM KEYS – As the primary system key Holder, ODOT will house and keep secure the master system keys for all manufacturers of equipment authorized to operate on the State TRS. Agencies requesting a system key shall have an executed agreement with ODOT for use of the State TRS. ODOT will be responsible for issuing subsequent keys to eligible programming agencies. The use of any State TRS System Key and associated equipment is subject to all rules, regulations and policies established by the ODOT, the FCC and applicable vendor. Any violation will result in the agreement for use of the State TRS being terminated and the State TRS System Key revoked.
 2. ELECTRONIC SYSTEM KEY POLICIES
 - (a) System keys will only be issued to agencies that use the State TRS that are self-maintained and use the State TRS for their primary dispatch functionality or Manufacturer Authorized Service Shops that are maintaining equipment for any agency that has an agreement with ODOT for use of the State TRS after completion of ODOT approved training.
 - (b) No one will directly or indirectly permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with, or otherwise compromise the security of any Radio code plug programming file, State TRS key file, encryption key file, or template information for any Radio on the State TRS. State TRS system keys will not be shared or distributed to a third party, nor any State TRS Radio ID's or Talk Group(s) information disclosed to a third party for any reason. However, State TRS system Key holders may create code plugs and provide the code plugs to qualified agencies or Service Providers for programming into subscribers units. An authorized service shop may only create or modify files with the permission of ODOT Wireless.
 - (c) In the event that a user of the State TRS learns that any party has improperly or fraudulently obtained Radio code plug file information, State TRS key file information, encryption key file information, or template data, they will immediately notify ODOT Wireless of the security breach. Any Agency or Service Provider found to be responsible for a security breach as listed above will be responsible for the cost of all reprogramming to include but not limited State TRS infrastructure and subscriber programming necessary to overcome said breach.
 - (d) State TRS keys that are capable of expiring will be set to expire annually and will be updated or reissued annually after reverification of agency needs. Only ID(s) and Talk Groups that have received prior authorization from ODOT may be programmed.
 - (e) Self-maintained agencies may only program Radio ID(s) and Talk Group(s) of the State TRS for agencies authorized to use the State TRS by written agreement. ODOT will provide and maintain a matrix of authorized Talk Groups and permitted users.
 - (f) Commercial Service Providers that are maintaining equipment that accesses the State TRS may only program Radio ID(s) and Talk Group(s) of the State TRS for which they provide subscriber maintenance for use of the State TRS if they have received ODOT approved training. Providers shall provide copies of all Talk Group authorization to the State TRS Administrator.
 - (g) All Radios will be programmed for write protect file access if the equipment supports the write protect function. All Radios will be programmed to allow "Radio Inhibit" from the State TRS management terminal.
 - (h) Any Radio sent to the vendor for repair may be sent with the programming intact, unless the programming includes sensitive or encrypted programming, in which case it will be erased
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first. Whenever possible, the sending agency should archive the file from the Radio prior to shipping. When Radios are returned from Vendor repair, they should be verified for correct codeplug information and that they are write protected if capable.

- (i) All State TRS key holders shall maintain current and accurate records of all programming performed. Records shall be made available upon request to the State TRS Administrator.
 - (j) Any programming agency with a State TRS key will provide electronic update to the State TRS Manager for any Radios that have been added, removed or modified in the UCM. This update should be sent via email within five (5) days of the change. ODOT has the authority to request a specific format for the data to match Harris format and State needs.
3. STATE TRS KEY FEES
- (a) ODOT reserves the right to set fees for access to State TRS keys.
4. FLEET MAP
- (a) ODOT will be responsible for managing the Fleet Map information for all agencies on the State TRS. TRS Partners may hold delegated authority for their Fleet Map. New Talk Groups must be approved by ODOT prior to activation. An Event Talk group will not be exclusive to one party and will be assigned by Dispatch or by ODOT for use only during an event requiring mutual aid.
 - (b) The State TRS subscriber database will be a closed database. Only Radios authorized for service on the State TRS will be activated in the subscriber database. ODOT or its authorized representative(s) will be the only personnel authorized to activate and deactivate Radios in the subscriber database. Partner Agencies with TRS admin logins and authority may be expected to activate and deactivate the Radios over which they have control.
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SPP-06. **BACKGROUND CHECKS**

POLICY

Criminal background checks (CBC) shall be required for all staff, vendors, volunteers, student intern, or temporary hire performing work on the State TRS in accordance with the ODOT Criminal Background Check Policy PER 01-19. ODOT will provide a copy of PER-01-19 to requestor.

PROCEDURE:

1. ODOT will perform CBCs in accordance with ODOT procedure PER-01-19-01.
2. As a condition of being approved, a local government entity will adopt a policy for CBCs substantially equivalent to ODOT PER-01-19.
3. CBCs shall be performed in accordance with the policy required under Sections 1 and 2.

SPP-07. STATE TRS ADMINISTRATION AND PROGRAMMING**Policy**

1. Radio programming is accomplished using several sets of permissions. The various layers of permissions combine to determine a Radio's programming and functionality.
 2. A Radio approved to join the State TRS will use an ID within its assigned range. The party controlling the assigned ID will be responsible for adding the Radio to the State TRS database (UAS) and its continuing administration.
 3. Allowed Talk Groups will be given from a permissions matrix maintained by ODOT. The Permissions Matrix will have a list of all Talk Groups on the State TRS and which classes of users are allowed to use each Talk Group. The originating agency for each Talk Group will have the authority to deny classes of users if they would have a negative effect on that agency or do not have permission/clearance to hear that Radio traffic.
 4. Interoperability Talk Groups may also be included with usage determined by SPP and inter-agency agreements.
 5. Allowed Radio sites and Talk Group coverage will be determined by the agreement that allows each Radio onto the TRS. A user agreement may cover all Radio sites or only a portion thereof. Each Talk Group's coverage will be determined by its coverage class (allowed sites), which could be greater or lesser than the sites available to the Radio.
 6. The creation of the Radio programming file will be performed by ODOT Wireless, the sponsoring Partner, or by an authorized service shop. Only those with an authorized programming key are allowed to create or program Radio files. Each programming key will be tailored to its assigned user, including whether it can create files, and which Talk Groups and State TRS ID's it can edit. Authorized programmers may not have permissions for all Talk Groups or ID ranges on the TRS. Only Talk Groups and sites authorized by agreement will be allowed into the Radios. Any costs for programming will be determined by the agreement between the Radio user and the programming shop.
 7. If a Radio has encrypted Talk Groups, the loading of encryption keys will be performed only by a 'trusted technician', as determined by other SPPs.
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SPP-08. SERVICE PROTOCOLS

1. Protocols Description: ODOT and OSP use a combined trunked land mobile Radio system comprised of equipment owned by ODOT and equipment owned by others. Each user of the State Trunked Land Mobile Radio System ("State TRS") relies on the State TRS for essential business and public safety functions. The purpose of this Service Protocols (SP) is to define specific roles and responsibilities for service of the State TRS and any Trunked Land Mobile Radio sites owned by others and connected to the State TRS.
2. The entity that owns a Trunked Land Mobile Radio Site shall be responsible for performance, coverage testing and maintenance of its trunked land mobile Radio equipment.
3. STATE TRS AVAILABILITY; SERVICE PROBLEMS
 - a.State TRS Availability. ODOT and any party with infrastructure connected to the State TRS will strive to maintain its trunked land mobile Radio system and Sites available 24/7; however, any electronic equipment, power systems, and facilities can fail for a variety of reasons.
 - b.Service Problems
 - i. The equipment owner will be responsible for resolving service affecting problems with its equipment. If trunked land mobile Radio communications for any user of the State TRS is adversely affected by another party's equipment, the affected user will contact the equipment owner immediately upon identifying the need, but not less than five (5) minutes prior to taking the other party's Radio traffic off line as follows: if contacting ODOT -- the Wireless Work Order Desk at 503-986-2911; or the authorized representative identified in the agreement that authorizes use of the , with the pertinent information. In no case shall either party interrupt the other party's Radio traffic without positive confirmation from the other party due to the critical nature of the Radio communications.
4. HOURS OF OPERATION
 - a. Hours of Operation for ODOT
 - i. The core business hours for the ODOT Wireless Communications Section (WCS): specialists ("Specialists") are from 6:00 AM to 5:30 PM Monday through Friday. Exception - many Specialists work alternative work schedules and may be available earlier and later each day and not available on a Monday or Friday.
 - Administrative Support 7:00 AM to 4:30 PM Monday through Friday,
 - Engineering support 7:00 AM to 5:30 PM Monday through Friday.
 - After hours and weekend support (24 x 7) is obtained through the ODOT Wireless Dispatch (503) 986-2911.
 - ii. WCS will provide immediate and stand-by support for special operations when requested by any agency that has an agreement for use of the State TRS.
 - b. Hours of Operation:
 - i. Unless otherwise identified by Agreement with ODOT, the minimum core business hours shall be as follows:
 - Administrative Support 7:00 AM to 4:30 PM Monday through Friday,
 - Engineering support 7:00 AM to 5:00 PM Monday through Friday.
 - After hours and weekend support (24 x 7) available through dispatch.
 - ii. Any party that owns infrastructure connected to the State TRS will provide immediate and stand-by support for special operations when requested by ODOT.

5. PLANNED OUTAGE NOTICES
- a. Forty-Eight (48) Hours Prior Notice
 - i. Each party will give the other party a minimum of a forty-eight (48) hour (two (2) Business Days) prior notice for all planned outages affecting or having the possibility to affect the other party's use of the trunked land mobile Radio system.
 - ii. Notification of the planned outage will include the following information:
 - a. scope of work (routine maintenance, tower repair, facilities, etc.)
 - b. time scheduled for the outage and expected outage duration
 - c. list of Circuits impacted (hops or systems affected)
 - d. And any other information that may be helpful to the other party for contingency and further notification actions.
 - iii. Each party will provide the other forty-eight (48) hours notification at the number identified for 24 HOUR CONTACT in the agreement with ODOT.
 - b. Thirty (30) Minute Notice – prior to switching from primary to back-up equipment. Also used as **additional notice** following forty-eight hours prior notice prior to taking the trunked land mobile Radio system off line
 - i. Each party will contact the other party at the number identified for 24 HOUR CONTACT in the agreement with ODOT and notify them of the exact time they will take the outage, confirm the estimated timeframe the trunked land mobile Radio system is expected to be off line, and provide contact information.
 - ii. The notifying party will advise the other party that they should contact all Authorized Users that will be affected by this outage.
 - c. Immediate Notification - when ready to turn off the switch
 - i. The notifying party will advise the other party at the number identified in Section 12 of this SP that are now taking the outage.
 - d. Unplanned Immediate Outage Notification
 - i. Each party shall provide notice for unplanned immediate outages at the number identified for 24 HOUR CONTACT in the agreement with ODOT.
 - ii. Notice for unplanned equipment failure will be provided immediately upon identifying the need if possible, but not less than five minutes from identifying the failure at the number identified for 24 HOUR CONTACT in the agreement with ODOT.
6. A party may request to postpone a scheduled outage, should the outage present a life safety or significant adverse impact to field operations.
 7. Any agency using the State TRS may contact ODOT at the number identified for 24 HOUR CONTACT in the agreement with ODOT and report a problem affecting service within one (1) hour of discovery of the problem.
 8. Each party using the State TRS shall repair and maintain its equipment at its own expense and shall obtain proper access rights to a Wireless Communications Site, from the property owners, building owners, or both as required.
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SPP-09. TERMINATIONS

1. OBJECTIVE

- (a) To ensure that standardized and optimized methods and procedures are used for the efficient and prompt handling of all Radio user equipment service terminations
- (b) To protect the security of State TRS from unauthorized and disruptive Radio communications due to lost or compromised Radios.
- (c) To define a process for reporting, documenting, tracking, disabling, and reactivating subscribers as required.
- (d) To ensure Radios decommissioned and removed from service are deprogrammed and any sensitive information is removed.

2. SCOPE

- (a) All Authorized Users receiving service shall abide by this policy.
- (b) All employees of any Service Provider providing services to the State TRS shall abide by this policy.
- (c) This policy applies to all P25 user trunked land mobile Radio equipment including those with encryption that is connected or interconnected to the State TRS operating on any frequency band.
- (d) The loss of an encrypted Radio could result in the requirement to rekey all other Radios with that same encryption key.

PROCEDURE:

1. Reporting, documenting and tracking lost or stolen Radios

- (a) Users of the State TRS must inform their Radio system manager and the ODOT Wireless Help Desk at 503-986-2911 as soon as reasonably possible when they become aware a specific Radio is lost or stolen.
- (b) The User must follow-up in writing with the model, Radio ID, and Radio serial number. At a minimum the Radio ID shall be provided. Emergency requests can be made verbally but shall be followed up with a written request as soon as possible.
- (c) The Radio system manager will disable the lost or stolen Radio as soon as possible.
- (d) If the lost or stolen Radio is an encrypted Radio, the agencies responsible for the encrypted Talk Groups shall make the determination in writing if the other Radios sharing that encryption key shall be rekeyed.
- (e) The Radio system manager or designee may disable any Radio without notice that is found to be causing harmful interference.

2. Disabling, Reactivation and Termination Process

- (a) The State TRS database manager will inhibit the Radio from the network manager when the information is received from the user as defined above.
- (b) The inhibited Radio will be restricted access to the State TRS and will be "bricked" if it attempts to access the State TRS. This will make the Radio inoperable and will require it be brought back to the Radio shop or other programming location to be restored to operation.



Note that the database manager must be notified and the database updated prior to reprogramming the Radio or it will be disabled again.

- (c) If the Radio has been found but has not been powered up, notify the database manager and the Radio database can be updated so the Radio is not bricked when it is powered up.
- (d) There may be a fee for reactivating Radios that have been recovered.
- (e) When the Radio system manager unilaterally disables a Radio that is causing harmful interference, the owner agency of the Radio shall be notified as soon as possible. The Radio system manager shall document the interference, the reason for disabling the Radio, and the time the owner agency was notified. If the Radio was lost or stolen it shall remain disabled. If the interference was caused by Radio misuse, the owner agency shall request in writing that the Radio be restored to service and the cause of the Radio interference.
- (f) The Radio IDs of lost or stolen Radios shall not be reused unless the Radio has been recovered.

3. Disposition of User Radio Equipment

- (a) Radio equipment deemed obsolete, surplus, partially defective, or not meeting the requirements of the owner agency shall be deprogrammed when it is removed from service.
- (b) Deprogramming means it shall be "blanked" prior to disposition. This includes the removal of Radio IDs, Talk Group IDs, frequencies, State TRS IDs, etc. If the Radio is in a condition that will not allow it to be blanked as above, the components that hold the State TRS information shall be destroyed.
- (c) If any Radios are temporarily added to the State TRS for mutual aid during a major event or exercise, they shall also be blanked for all information after the event and before they leave the area or are returned to their owner. This language will be included in all agreements. This also needs to be part of any multi-agency exercise plan.
- (d) The database administrator shall be advised of the Radio ID and serial number of any Radio decommissioned and removed from service including mutual aid Radios.

4. Abuse of User Privileges

- (a) Abuse of User Privileges may result in termination of the agreement authorizing use of the State TRS subject to review of the State Radio Users Group. A decision by the State Radio Users Group is final and non-appealable.
- (b) Abuse of User Privileges by an individual user may result in temporarily deactivating an individual Radio while the agency whose personnel is responsible for the abuse takes appropriate corrective actions to prevent the abuse.

SPP-10. STATE TRUNKED LAND MOBILE RADIO SITE STANDARDS

A. Reliability Standards

The Wireless Communications Section (“WCS”) maintains Radio systems for ODOT and OSP and infrastructure to support other public safety and first responders throughout Oregon. In addition to State Radio traffic, these systems also carry internal and interagency traffic for Federal and Local agencies during routine and critical incidents.

To this end, WCS desires to maintain a highly reliable communications system. Though zero down-time is desired, failures will happen and a resilient system will adapt and cope. This system is composed of multiple interdependent components and subsystems that serve diverse functions. Each should be cost-effective and contribute toward the stated goals.

The hundreds of sites which compose these systems cover a wide geographic area, with nearly every terrain imaginable. In addition to Oregon, sites are also located just across the borders with Washington, Idaho, and California. The elevations range from near sea level to 9,700 ft., with equally extreme temperature and climate conditions.

This SPP is a discussion of the approach WCS takes when building and maintaining its system, and lays out the expectations WCS has for itself and other users with whom WCS shares sites and systems. Some of these standards have only been adopted recently and WCS is also working toward meeting them. This document is not intended to be a comprehensive list of requirements and standards, and the omission of any specific mention within this document does not imply that WCS does not support the application of a relevant standards document.

1. Internal and External Risk Factors

Reliability is affected by multiple factors, some fixed and others variable; some within WCS control and others beyond. The reliability of a single item is the easiest to quantify. As ODOT connects multiple units together, equipment can be chosen or connected in multiple ways to reduce the chances of a failure or mitigate its impact. As even more pieces combine, the ability to measure and predict reliability becomes increasingly complex, to the point where a PhD in Risk Assessment is eventually necessary for a complete understanding.

External factors are those over which WCS has little control. Weather is an example of an external factor which cannot be adapted or modified. Everything else must be designed and implemented to withstand some expectation of severe conditions. In the event that expected level is exceeded, an adaptive response is required to restore service.

To the physical equipment and weather risks, add the interaction of multiple personnel responsible for various portions of systems. Each of them has a direct impact on whether State systems meet the goals set for them. Personnel can be adapted to fit a situation and improve reliability so they are a combination risk factor.

2. Weather

Weather is a significant external risk factor. As mentioned earlier, Oregon has communications sites from Sea Level to 9,700 feet, with temperature extremes from -30F to 110F and humidity and wind extremes to match. The difference between high and low temperature records is 173 degrees. State sites, towers, and mounted equipment need to be designed to 100 year record levels or greater if they are expected to be usable when needed. If the site itself does not experience these conditions, it may be that it is servicing an area that does. This drives the power and tower discussions that follow.

3. Personnel

Personnel are the biggest single factor in maintaining a system. Not only did humans design the equipment installed, but no matter its conditions or capabilities upon arrival, its implementation and continued usability will be determined by the people who work with it on a daily basis. The quality and effectiveness of the workforce are determined and affected by the values and expectations of the work environment.

The State of Oregon, ODOT, and WCS promote safety in all activities. The design and implementation of a site and its equipment must promote safe operations in every aspect of its construction, maintenance, and repair over its lifetime.

WCS understands that the more personal investment employees have in their work; the more likely they are maintaining a high standard. WCS personnel are encouraged to take responsibility for their sites, and to explore and suggest improvements.

WCS employees are trained to support the equipment as often as equipment on which they work is upgraded. Regular training and exchange of ideas is necessary and encouraged to maintain interest, knowledge, and high standards. Communication needs to be WCS practice, as well as its business.

4. Partnerships

Partnerships are an external risk factor for the WCS shops. Some portion of State communications is placed at risk anytime it is outside State control. Differences in priorities, budget, and workforce sometimes complicate WCS' ability to maintain a high reliability communications system.

If the relationship truly is a partnership, then in addition to the equity of financial contribution, the State needs to be assured of an equal commitment to the other factors that aid reliability. WCS has staff working 7:00-5:30, Mon-Fri, with afterhours and weekend support available through a single phone number to a rotating list of personnel. Any reliance by the State on partnership systems or sites requires a Service Level Agreement ("SLA") and a 24x7 phone contact for the partner in emergencies. This number will be used by the WCS Work Order Desk ("WWOD"), WCS Network Operations Center "NOC" and the on-call technicians.

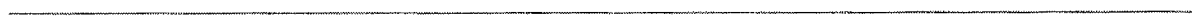
Partnership negotiations will establish a clear set of expectations for initial setup and long-term operations, including timely coordination of planned outages, maintenance, and repairs.

5. Design Approach

When designing complex systems for safety and reliability, WCS follows the following guidelines.

- a) Requirements are determined.
- b) Systems and subsystems are selected, designed, and built to meet the requirements, with an appropriate safety factor.
- c) Only systems properly designed and built for the application are to be employed.
- d) When a (sub) system fails, it should do no harm to other (sub) systems.
- e) An alternative means of meeting the need should be provided by the operational personnel using the system during a failure.
- f) A failed system shall not prevent an alternative system from performing the required function.
- g) The repair or replacement of the failed system should be achieved with an efficiency of effort and minimum downtime.

The systems include:



- a) Site property
- b) Grounding - lightning, surge protection
- c) Towers
- d) Buildings
- e) Electrical power systems
- f) Backhaul and network
- g) Radio equipment
- h) Installation and service

6. Equipment

The WCS selects equipment for these systems based on criteria which include reliability cost, robustness, features, and criticality to operations. Only type-accepted Radios intended for fixed site installations are allowed in State communications sites; mobile Radios are not acceptable.

7. Systems

- a) Site Property

In order to provide timely service and repair of our systems, WCS specialists need to be able to access sites at any time. Gates on access roads will be kept in smooth operating condition, with keys or combinations supplied to the site owners and tenants as agreed. When accessing the site, road gates will be returned to the locked condition in which they were found. The agency in charge of the right-of-way will keep the site owner/administrator informed about any change that affects immediate access to the site. When planned work is expected to affect site access for more than four hours, the owners of the right-of-way will inform the site owner/administrator, who is then responsible for informing other tenants in the site. When this work can be known in advance, early notification will be given.

The layout of a site will support the install, maintenance, and repair of equipment expected at the site. Normal site activities include fueling, generator or battery maintenance with a 5-ton boom-truck, high angle tower work on Radio and microwave antennas, and snow cat operations in winter.

Perimeter fences will be maintained in good repair and bonded to the site ground system. Site grounds are to be kept tidy. Garbage and other trash will be placed in bins on site or removed. The compound area is to be kept clear of vegetation.

- b) Lightening, Surge suppression and Grounding

Newly constructed sites and towers will have ground systems per Harris' recommendations. The ground system testing and installation will extend to soil resistivity, tower, feedline, building entry, racks, and equipment. Equipment installed in the sites will have its chassis bonded to the ground system.

Site grounding and surge protections systems will be kept complete and in proper working order. The principle of a single ground path within the building will be maintained. Grounding/bonding shall not be daisy-chained and the removal of any piece of equipment may not interrupt the grounding of any other equipment. However, multiple grounds may be bonded to a running ground cable of sufficient gauge. Racks and equipment will be bonded separately.

- Existing State TRS sites have lightning and surge protection systems installed, including lightning arrestor mounting panels. Newer systems may have a pass-through plate with a provision for placement of a lightning suppressor just inside of the plate. All transmission lines must enter and exit the building via one of these entry panels or an approved entry (see **Antennas, Feed Lines and Cable Entries**)
- Connect equipment to the site's ground system using compression fittings, bolted joints or Cadwelding (exterior or in-ground) for connection. Do not use "split-bolt" connectors as junctions. Cable runway trays above the equipment rack usually include a ground pigtail.
- Remove from the site all coaxial cable that serves no purpose or is abandoned. Properly terminate and protect all coaxial cables that are spare equipment or dedicated but inactive. Terminate both ends of the cable with, at least, a 2 watt 47-ohm resistor (only inside the building if the antenna has not been removed).

c) Towers and Antennas

General requirements are laid out by Harris' Tower Requirements and General Specifications, LBI-39185. Additional material is found in Motorola R56, section 2.12.8.

All towers will be equipped with a safety climb cable on the main ladder /climb route.

Antennas, mounts, and ancillary equipment will be of a professional standard, purpose-designed, and corrosion-resistant. Galvanized finishes are preferred, but high-quality stainless is acceptable for some purposes. The installation methods and locations will be prearranged with, and approved by, the site owner/administrator. Each subsequent installation or modification requires its own approval. Respect will be shown for the affected users. Tower loading and antenna spacing requirements will be respected.

Antenna selections and power outputs will be appropriate to the purpose of the Radio and the FCC license limitations. Antennas shall be rated for heavy duty. Where practical, all microwave antennas shall have ice shields unless located within 15 feet of the tower top. This determination should be made on a site by site basis but is most critical for sites in the Cascade Mountain Range and west thereof.

Vertical feed line and waveguide runs will be secured to a cable ladder, while horizontal and diagonal runs will be secured under horizontal and diagonal structural members to prevent damage from ice fall and service work. Neither nylon cable ties nor tape may be used for securing anything to the tower. Connectors not guaranteed watertight by the manufacturer will be made weather tight with self-vulcanizing rubber tape (preferred) or another weatherproofing method.

Anyone performing tower work will be certified for that work by their employer, and by extension, the agency for which they are performing work. Tower work is never performed alone and 100% tie-off is the working standard.

When a modification or new installation introduces interference into a site, other tenants will correct any deficiencies in their installations. It then becomes the responsibility of the recent installer/modifier to eliminate the problem or remove their equipment.

Antennas, Feed Lines and Cable Entries

- All antennas to tower mounting hardware shall be purchased from the tower manufacturer.
- Feed lines shall be no less than ½" heliax (See Table 1 above).

- Feedline with braided shield may not be used on the tower; only solid shielding is permissible.
- Feedline and waveguide will be grounded at the top and bottom of the tower, as well as the entry port. Additional grounding on the vertical portion will be installed such that grounding kits are not more than 70 feet apart. Feedline will also be protected by Polyphaser (or similar) units at the entry port. Jumper cables within the building may not have a single braided shield. Neither feed line runs nor antenna mounts may impede ladder access.
- Microfect cushion assemblies shall be used to attach feed lines to the tower (Leg clamps may be required on some towers).
- Use the provided cable entry or, if none available, use a Microfect B220 entry.
- All installations shall be cleared by ODOT and installations shall be performed with ODOT personnel present.
- Feed-through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap and MOV (Metal Oxide Varistor) protectors should be used on Control, Audio, Telephone and Power connections. All feed line entering the building must be terminated, even when not in use.
- Transmission lines between the equipment building and tower structure shall be secured to a messenger wire or anchored to an approved ice bridge. If it becomes necessary to bury a transmission line it shall be placed inside PVC conduit, with a minimum diameter of 3" and buried to a depth of no less than 12" below the surface of the ground. The ends, where the transmission line enters and/or exits, shall be sealed in a manner that prevents moisture from entering and being trapped within the PVC conduit.
- All loose wire or metal objects are to be removed from the tower and site. This is to include unused antennas and transmission lines.

d) Buildings

Buildings will be appropriate to the site conditions. It is preferable that the buildings protect equipment from stray bullets. A safe means of winter ingress and egress will be incorporated into the design and installation. Depending on the site and elevations, snow hatches or entry alcoves are highly desirable. In no case shall outward opening doors be used in line with sloped roofs or any roof capable of unloading snow, thereby trapping personnel behind a closed door.

Buildings will be maintained in good repair and kept in a tidy condition. Trash is to be placed in bins or removed from the site. Room temperature and humidity will be kept within acceptable limits. Storage batteries will be kept above freezing. Equipment will be installed in racks with exceptions made for local conditions on a site-by-site basis. Racks will be anchored into the floor and use seismic bracing. Wiring and cabling between racks will be run in, and secured to, the cable trays.

Generator buildings shall have an air input snorkel that protrudes above the maximum snow line to ensure the generator is not disabled by deep snow.

Inside Equipment

- Use only transmitters, receivers, and related equipment designed for use in a high-RF, multi-user environment. This includes power supply equipment, rectifiers, control equipment, alarm units, etc. This generally means that equipment must have additional filtering on input and output leads, and has additional physical shielding installed on the equipment.

The equipment specifications will usually be higher than those encountered for use in a mobile Radio or desktop base station environment.

- In the event Radio Interference occurs and the above standards are complied with, additional isolators, filters, cavities, etc. may be required to correct specific problems. The need for additional filtering equipment will be determined on a case-by-case basis.
- Systems involved, not in full compliance with these standards, will be asked to comply immediately. Users, who remain non-compliant with these standards, after formal notification, are at risk of having their site use agreement(s) terminated.
- Sites are designed to accommodate equipment housed in 7' (84") racks.
- Fasten racks to the floor with an approved anchor. Also, use an approved method to connect racks to an overhead cable runway tray. For example, using a 14-inch length of Chatsworth 11450-001 framing channel and "J-bolt" kits to fasten a rack to the cable runway tray is acceptable. ***Do not drill holes into existing cable runway trays.***
- Install seismic bracing on equipment and mounting frames.
- All cables/wires are to be securely and neatly routed, bypassing any potentially hazardous areas such as heat, sharp objects or human interference. All wires are to be labeled or have written documentation on site that identifies the use of the cable/wire.

e) Power

WCS utilizes DC battery plants as primary power. While an inverter may be available at a site, it is preferable that all State communications equipment within a site be able to operate from the DC supply. The State DC power supply at a site shall be for State use only unless a negotiated agreement with the State is in place authorizing such use. The load at each site will be evaluated periodically to ensure that battery reserve times are still met. It is possible that load-shedding may be used to drop non-essential or lower priority loads in the event that battery reserve needs to be extended. With 20% of capacity remaining, a Low-Voltage Disconnect will open and the battery will be isolated from its load to prevent its permanent damage.

Before equipment in a site is modified or augmented, the impact of its load on the battery reserve capacity will be evaluated by WCS staff and approved by WCS management.

f) AC Powered sites

Radio sites shall use 48VDC battery plants as their primary source of power and shall have enough capacity to run the expected essential load for a minimum of 48 Hrs. If the site is located near an ODOT maintenance facility, less battery run time may be permissible. The batteries' charge will be maintained by an n+1 rectifier system powered from AC Mains, or alternately from a generator plant. Rectifiers shall be able to recharge the battery plant in a maximum of 24 hours. Surge suppression equipment is highly desirable on the AC Mains supply and shall be located between the AC Mains and the Transfer Panel. Additional protection may be installed in the building, but it will not remove the need for primary protection.

When an AC site loses power, it shall have backup power available from a generator by

automatically switching the load through a transfer panel. When the generator is not responsible for maintaining power at an occupied facility, it may cycle on and off under automatic local control, or manual remote control, to maintain battery charge without running continuously.

g) Solar powered sites

If a site uses solar or alternative power as the primary source with generator backup power, the site should have battery plants that exceed 48 hour capacity reserve of an AC site. Four days of reserve (96 hours) is a desired standard.

In the event that the solar array is not able to maintain battery charge, the generator will start when batteries have reached 60% of capacity. A means of detecting Generator Run should be connected to a remote monitoring system. In the event the generator does not start, the remaining 40% of capacity before low-voltage disconnect may allow WCS staff time to plan a response before the site goes off the air. Prioritized load-shedding may also be employed to extend a site's run-time during critical events.

Equipment for solar sites will be selected with efficiency as a primary goal. AC will only be available from an inverter or while a generator is running so the use of AC-powered equipment will be considered more carefully than on a standard site.

h) Generators

Generators and loads should be sized so the site load is at least 30% of the stated capacity to keep run times short and reduce carbon build-up. Generators will be given weekly exercise runs to maintain readiness. Generator run reports from monitored sites will allow service before the absence of power becomes a critical issue. When a generator runs to charge batteries, it will not shut off until the batteries are fully charged as determined by monitoring current in/out of the stack (preferred) or by using a voltage switch in combination with an extended-run timer.

i) Batteries

Only maintenance-free batteries are to be used. Large battery plants should have individual cell monitoring connected to the network monitoring system.

j) Site Use Requirements

- Key use and control must comply with ODOT Key Issuance requirements. Keys are issued to governmental entities and they hold the responsibility for proper use and control.
- An intermodulation/frequency analysis must be completed and approved prior to installation of any new equipment.
- Agreements for use of State owned sites by another party will include fees for power and backup power applicable to the other party's use of the site.

k) Miscellaneous Requirements

- In no case shall 120 VAC power equipment come into contact with ODOT racks containing microwave or base band equipment.
- Extension cords are not permissible as a permanent power connection.
- Site noise and system interference tests (desense) shall be performed before and after the installation of new equipment to ensure the existing State Radio System integrity.
- All books and spare parts are to be kept in neat order, floors clean, and all debris removed after each site visit.

- Each site will have a site log, with the following minimum information logged during each visit: Date and arrival time, names and contact information of all persons at the site, purpose of visit, time left site.

8. Backhaul and Network

The WCS network exists to support mission-critical Radio and data traffic. Proactive QOS and bandwidth shaping will be employed to ensure this traffic not affected. Non-critical traffic may be carried provided the users understand their traffic is subject to conditions and risks that differ from other users. Users with non-critical data unwilling to accept these conditions and risks should consider other means of transporting their traffic. The risk to the State is that during incidents which create large amounts of critical traffic, WCS may not have time to take calls from, nor be able to address the concerns of, those whose data is not being carried in the manner to which they've become accustomed.

Microwave backhaul equipment will be configured in such a way as to allow system traffic to have redundant paths to reach its destination. This is normally accomplished using a ring configuration along the backbone, and by using a hot-standby configuration in linear sections such as spurs. This equipment operates from the 48 VDC (positive ground) battery system, resulting in the power supply being very stable and reliable. Per hop path availability is targeted at 99.999% or better.

Backhaul equipment, RF and network, will be monitored by the Wireless Infrastructure management Systems (WIMS). Abnormalities will be reported and logged as soon as they are detected; and critical items will trigger notification by email or messaging when the system is not manned. Equipment will be installed using current best industry practices to secure and ground equipment, route signal and power cabling, install antennas and route waveguide.

The network (baseband) portion of the backhaul will be capable of handling the traffic requirements of the agencies it serves (state or partner). Latency through the network must be no greater than 150 msec and jitter no greater than +/- 5 msec. Standards based interfacing should be available on network components for circuits which traverse the network. Demarcation points for the origin and destination of the circuits will be clearly marked and nomenclature for circuit naming should make it easy to locate a circuit for troubleshooting and circuit modification.

Microwave backhaul and network equipment must be installed to best industry practices. This includes, but is not limited to, earthquake bracing, proper grounding procedures, appropriate wire gauge for power feeds, pressurized waveguides, sealed waveguide entries, waveguide grounding, proper antenna mounts that are installed plumb and level and all hardware appropriately tightened.

Microwave antennas shall be properly assembled and secured in place with quality hardware. Dish alignment will be accomplished by qualified technicians and antenna sweep data will be provided to prove compliance with manufacturer's stated performance specifications and for future troubleshooting purposes.

Stiff-arms will be used to ensure azimuth stability under heavy winds and will never be tied back to the antenna pipe mount, thereby relying on clamping force only at a single pivot point. Appropriate stiff-arm lengths and additional hardware will be utilized to eliminate antenna to stiff-arm angles greater than 25 degrees. Stiff-arms shall not impede personnel ladder access or interfere with waveguide/coaxial cable runs.

Waveguide ground kits will be installed and weatherproofed in accordance with best industry practices. This will include top and bottom ground kits and mid-run ground kits on runs longer than 70 feet. Waveguide runs should ascend the waveguide ladder on vertical sections and be placed under horizontal or diagonal tower members when crossing a tower face, for ice protection. In no case shall

waveguide flex sections be used in an outside environment.

Waveguide pressure shall be tested and confirmed to hold pressure for a minimum of one hour without noticeable pressure loss. Personal grounding straps will be used when working on static sensitive equipment to reduce the risk of Electrostatic Discharge failures.

9. Installation and Service

Proper installation will help guarantee that new equipment not only performs its best, but is prepared to do so for years. Most wireless shops are familiar, at least in name, with Motorola's *Standards and Guidelines for Communication Sites*, commonly referred to as R56. Harris also has *Site Grounding and Lightning Protection Guidelines* and several other references. Installation to either standard is acceptable, however when standards conflict, Harris standards will prevail unless agreed in advance.

Agencies who install authorized equipment in a substandard manner will be given the opportunity to upgrade their installations to acceptable standards within a specified time. Unauthorized equipment, or equipment not installed to the standards expected by ODOT will be disabled and/or removed to prevent negative impact.

The goal of service and maintenance is to ensure that each system continues to perform as it did when it was new. As each site is constructed and put into service, clear records must be maintained. Contact information for the relevant power company, other site users, and property/right-of-way owners should be kept in the site file so it is available to everyone. Installed equipment and frequencies are also kept in the site file. Information and business cards should be posted in the site for convenient reference.

Each Radio site is visited at least two times per year. At this time preventative maintenance checks are performed and the stations adjusted as necessary. The recorded results of the tests may be returned for analysis or archival purposes. When possible, Distance-to-Fault and Frequency Sweep tests are performed on the antenna systems using an Anritsu Sitemaster, or equivalent. The results of these test are displayed using "Return Loss" and may be saved and transferred to data storage for comparison over time.

Additionally, local generator statistics are checked by the specialists. The generator is serviced by the generator mechanics at annual intervals. Battery condition and fuel/oil levels are checked, and the remainder of the site is checked for condition.

When a snowcat is required to access a site, the trip shall be made by a minimum of two technicians. At least two personnel will have had training in snowcat operations and winter survival. The snowcats will have survival equipment, emergency locator beacons, and a Radio for maintaining contact with dispatch.

FEDERAL AND STATE REFERENCES

Code of Federal Regulations (CFR) Title 47 Part 90 – Private Land Mobile Radio Services

Code of Federal Regulations (CFR) Title 47 Part 101 – Fixed Microwave Services

Code of Federal Regulations (CFR) Title 26 CFR § 1.103-1 – Interest upon obligations of a State, territory, etc.

Code of Federal Regulations (CFR) Title 47 Part 90 47 CFR §90.20 – public safety pool





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 14, 2024

SUBJECT: Oregon National Flood Insurance Program / Endangered Species Act Implementation Plan / Legislative Consideration

RECOMMENDED MOTION:

Lobbying efforts may be necessary in the 2025 Legislative Session to recommend repealing entirely or paring back in designated floodplains, Oregon Revised Statute (ORS) 197A.400.

BACKGROUND AND POLICY IMPLICATIONS:

A National Marine Fisheries Service 2016 Biological Opinion (BiOp) is now part of the National Flood Insurance Program (NFIP) in the State of Oregon. This Oregon BiOp, which was issued in response to a federal lawsuit, concludes that the Federal Emergency Management Agency's (FEMA) implementation of the NFIP in Oregon is causing jeopardy to 17 Endangered Species Act (ESA) listed species and adverse modification of critical habitat for 16 of those species. This is significant because FEMA provides floodplain development standards that cities and counties must follow to be eligible for the NFIP, and this BiOp will overhaul the floodplain development standards for certain areas. On July 16, 2024, FEMA sent information to Oregon cities and counties about how it will implement ESA within the NFIP.

See accompanying memorandum for additional information.

BUDGET IMPACTS:

None

ATTENDANCE:

- Peter Gutowsky, CDD Director
- Will Groves, Planning Manager
- Audrey Stuart, Associate Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners
FROM: Peter Gutowsky, AICP, Director
Will Groves, CFM, Planning Manager
Audrey Stuart, Associate Planner
DATE: August 7, 2024
SUBJECT: Oregon National Flood Insurance Program / Endangered Species Act Implementation Plan / Legislative Consideration

I. CONSIDERATION

Depending on the Board of County Commissioners' (Board) position, lobbying efforts may be necessary in the 2025 Legislative Session to recommend repealing entirely or paring back in designated floodplains, Oregon Revised Statute (ORS) 197A.400.1 This ORS pertains to clear and objective housing standards for:

- Unincorporated communities designated in a county's acknowledged comprehensive plan after December 5, 1994;
• Nonresource lands; and
• Areas zoned for rural residential use as defined in ORS 215.501.

II. BACKGROUND

A National Marine Fisheries Service 2016 Biological Opinion (BiOp) is now part of the National Flood Insurance Program (NFIP) in the State of Oregon.2 This Oregon BiOp, which was issued in response to a federal lawsuit, concludes that the Federal Emergency Management Agency's (FEMA) implementation of the NFIP in Oregon is causing jeopardy to 17 Endangered Species Act (ESA) listed species and adverse modification of critical habitat for 16 of those species. This is significant because FEMA provides floodplain development standards that cities and counties must follow to be eligible for the NFIP, and this BiOp will overhaul the floodplain development standards for certain areas. A map of potentially impacted, privately-owned, floodplain zoned areas in Deschutes County is included as Attachment A.

On July 16, 2024, FEMA sent information to Oregon cities and counties about how they will implement ESA within the NFIP (Attachment B). FEMA has been working on an environmental impact statement (EIS) for the NFIP implementation plan in response to the BiOp and concerns that the NFIP affects threatened species.

1 HB 3197 (2023). The amendments to 197A.400 (formerly 197.307) by section 2, chapter 533, Oregon Laws 2023, become operative July 1, 2025.

2 Oregon NFIP BiOp or BiOp. NWR-2011-3197.

FEMA announced new pre-implementation compliance measures (PICM) that will run in parallel with the EIS process.³ FEMA is directing NFIP participating cities and counties to select one of the following PICM options by December 1, 2024:

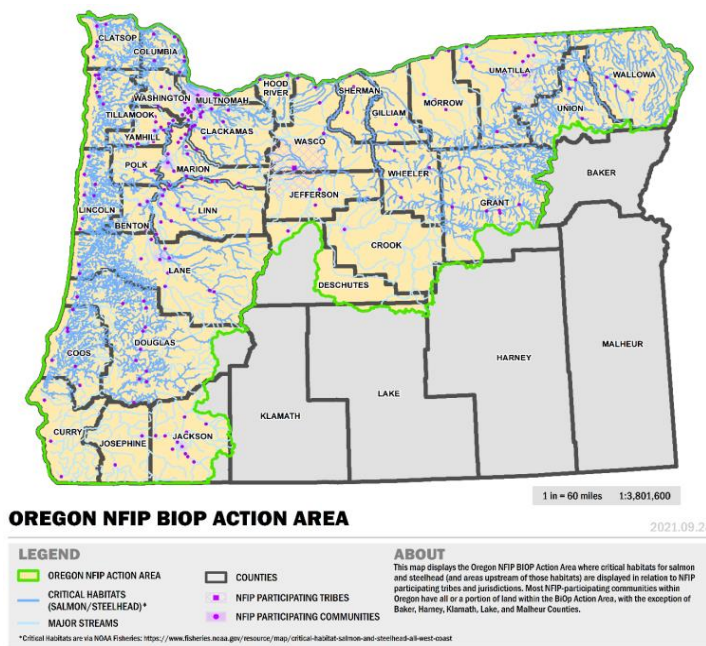
1. Adopt a model ordinance that considers impacts to species and their habitat and requires mitigation to a no net loss standard;
2. Choose to require a habitat assessment and mitigation plan for development on a permit-by-permit basis; or
3. Putting in place a prohibition on floodplain development in the Special Flood Hazard Area (SFHA).⁴

If a community fails to inform FEMA of its selection, they will default to the permit-by-permit PICM pathway. Communities will be required to report their floodplain development activities to FEMA beginning in January of 2025. Failure to report may result in a compliance visit.

III. PROBLEM

FEMA’s December timeline is unrealistic. These new PICMs will place considerable demands on Oregon counties (and cities) while creating development uncertainty. As the figure below indicates, these measures will be pervasive along the Oregon coast, Willamette Valley, Southern Oregon, and Eastern Oregon. For Deschutes County, the impacts will be felt predominantly along Whychus Creek and the floodplain mapped in association with the irrigation facilities running from Watson Reservoir, through McKenzie Canyon Reservoir and continuing into the Lower Bridge area. Other affected areas include the Crooked River watershed east of Bend, where development activity and land disturbance are infrequent as well as other isolated mapped floodplains.

Figure 1 – Oregon NFIP BiOp Action Area



³ The release of the Final Implementation Plan is anticipated by 2026, following the Record of Decision in the EIS process, then FEMA will fully implement the Plan in 2027.

⁴ As of the date of this memorandum, FEMA has not released a model ordinance.

FEMA’s PICMs are inconsistent with Oregon’s land use planning program. They disregard the efforts of local governments to protect endangered species and their habitats while balancing other responsibilities, such as housing, economic development, and mitigating natural hazards. Instead, FEMA is mandating a top-down approach to comply with ESA. Many jurisdictions lack the resources to implement these measures yet will be held responsible for insufficient administration of the NFIP program. Implementing any of the three PICMs listed above will require a text amendment and separate hearings before the Planning Commission and Board. FEMA’s deadline does not afford local jurisdictions the time necessary for a robust, public process nor account for the time required to adopt an amendment into county codes.⁵

Staff will return to the Board at a subsequent meeting in August to seek direction on the chosen PICM and implementation strategies. If counties choose to adopt the model ordinance it must be effective by July 31, 2025, and any applications received between December 1, 2024, and the effective date are subject to the permit-by-permit review. Deschutes County may choose to take an approach that delays the effective date of the model ordinance to see how other cities and counties implement it and respond to legal challenges. The level of technical assistance that FEMA will provide to cities and counties is still uncertain, and the staff resources required to amend the zoning ordinance, review development applications under the new standards, and respond to potential appeals may be significant.

IV. LEGISLATIVE CONSIDERATION

The consequences of not following the BiOp are extreme and include suspension from NFIP, loss of the availability of NFIP policies, and no consideration for disaster relief funding. In addition, local governments may be faced with issues of property takings and inverse condemnation claims. The expense of defending against these claims will be financially consequential for many local governments and will ultimately undermine participation in the NFIP. Lobbying efforts are likely necessary to recommend repealing entirely or paring back HB 3197 in designated floodplains. It is unlikely that FEMA’s model code will contain clear and objective standards because of surveying, engineering, biological and other assessments that will be required on a case-by-case basis to demonstrate that proposed floodplain activity complies with ESA.

Attachments:

- A. Potentially Impacted Floodplain Areas
- B. FEMA Pre-Implementation Compliance Measure Letter

⁵ The model ordinance developed by FEMA is expected to be released the week of August 5, 2024, providing limited time for cities and counties to review it for compliance with state laws, adopted plans, and consistency with their own zoning ordinances.



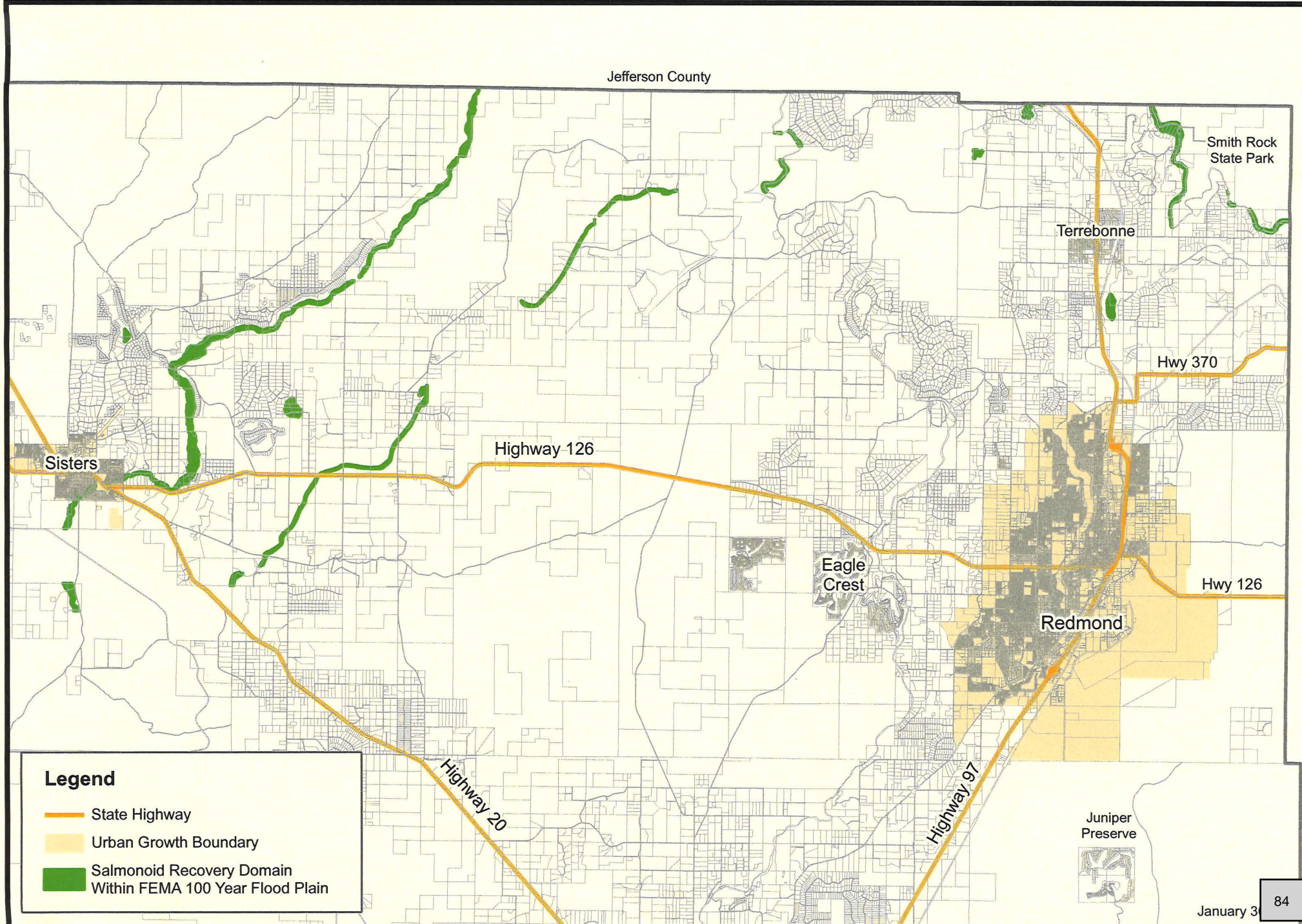
1" = 2.25 Mi.

Salmonoid Recovery Domain / Flood Plain / Privately Owned Land

08/14/2024 Item #5.



Sisters - Redmond, Deschutes County, OR





1" = 3.25 Mi.

Salmonoid Recovery Domain / Flood Plain / Privately Owned Land

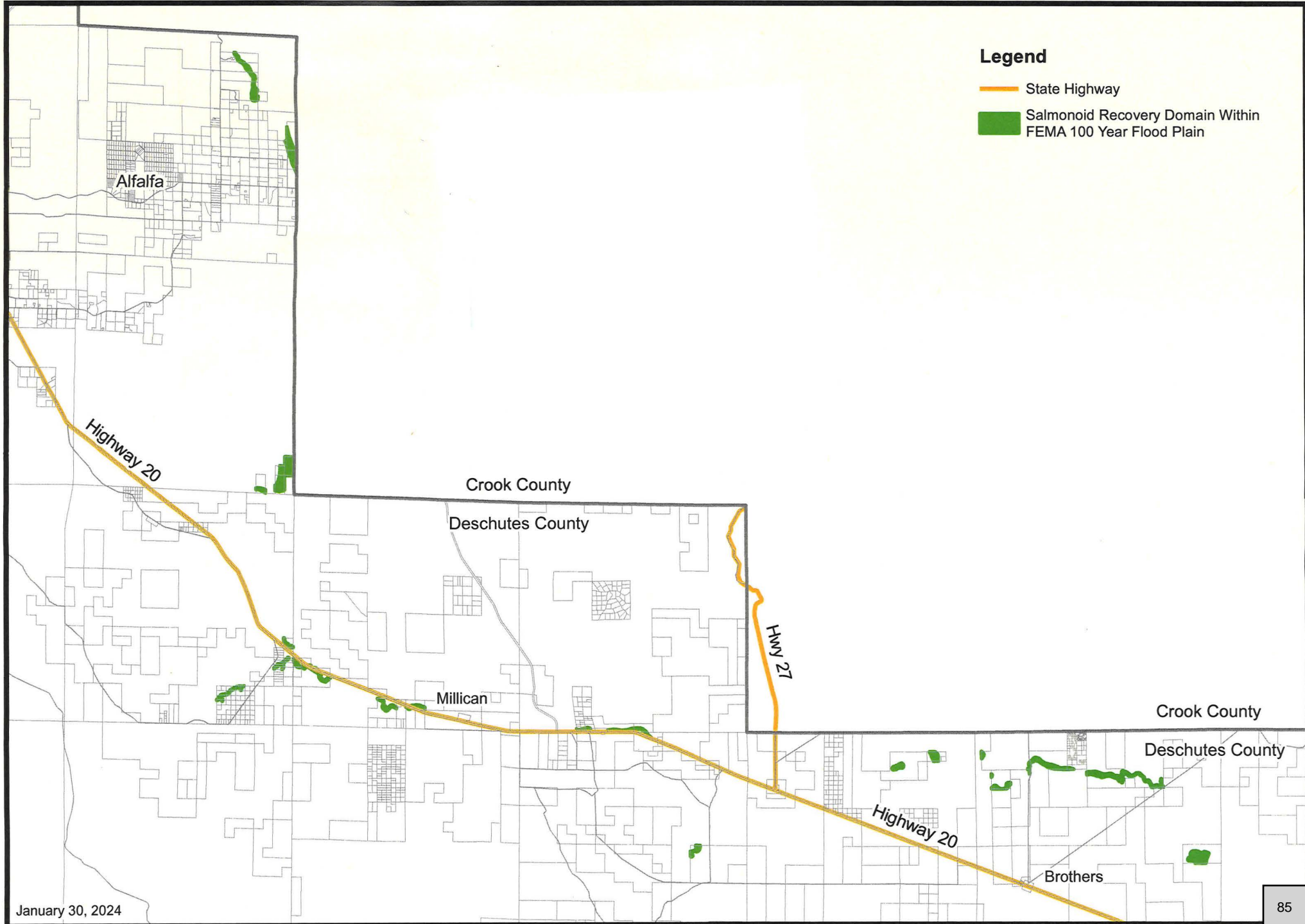
East Deschutes County, OR

08/14/2024 Item #5.



Legend

-  State Highway
-  Salmonoid Recovery Domain Within FEMA 100 Year Flood Plain



U.S. Department of Homeland Security
FEMA Region 10
130 228th Street, SW
Bothell, WA 98021-8627



FEMA

July 15, 2024

Patti Adair
P.O. Box 6005 Attn: BoCC
Bend, Oregon 97708

Dear Patti Adair:

The purpose of this letter is to announce the start of the United States Department of Homeland Security's Federal Emergency Management Agency's (FEMA) Pre-Implementation Compliance Measures (PICM) for National Flood Insurance Program (NFIP) participating communities in Oregon. The intent of PICM is to ensure the continued existence of threatened or endangered species in compliance with the Endangered Species Act (ESA). These measures include coordination with communities to provide appropriate technical assistance, help identify available resources, deliver trainings, and facilitate workshops to ensure on-going community participation in the NFIP. These pre-implementation compliance measures will assist communities in preparing for the Final NFIP-ESA Implementation Plan by helping them develop short and long-term solutions to ensure their on-going participation in the NFIP.

FEMA is currently conducting a National Environmental Policy Act (NEPA) evaluation of impacts associated with the Oregon NFIP-ESA Implementation Plan. FEMA developed this plan, in part, due to a Biological Opinion in 2016 from National Marine Fisheries Services. The Biological Opinion recommended specific measures for FEMA to take to avoid jeopardizing endangered species, including interim compliance measures. The release of the Final Implementation Plan (Plan) is anticipated by 2026, following the Record of Decision in the Environmental Impact Statement (EIS) process, then FEMA will fully implement the Plan in 2027.

FEMA has heard concerns from several communities regarding challenges they are facing to meet the expectations of this Plan. To provide communities with the support needed to incorporate ESA considerations to their permitting of development in the floodplain, FEMA will inform, educate, and support our Oregon NFIP participating communities through the PICM before the Final Implementation Plan is released.

NFIP participating communities in Oregon must select one of the PICM pathways which include the following: (1) adopt a model ordinance that considers impacts to species and their habitat and requires mitigation to a no net loss standard; (2) choose to require a habitat assessment and mitigation plan for development on a permit-by-permit basis; or (3) putting in place a prohibition on floodplain development in the Special Flood Hazard Area (SFHA). Communities must pick a PICM pathway by December 1, 2024. If a community fails to inform FEMA of its selection, they will default to the permit-by-permit PICM pathway. Communities will be required to report their floodplain development activities to FEMA beginning in January of 2025. Failure to report may result in a compliance visit.

Adair
 July 15 2024
 Page 2

As a part of the PICM, FEMA will implement a delay in the processing of two types of Letters of Map Changes in the Oregon NFIP-ESA Implementation Plan area, specifically Letters of Map Changes associated with the placement of fill in the floodplain: Conditional Letter of Map Revision Based on Fill (CLOMR-F) and Letter of Map Revision Based on Fill (LOMR-F) requests. This action was specifically requested by NMFS in their 2016 Biological Opinion and serves to remove any perceived programmatic incentive of using fill in the floodplain. This delay in processing will begin on August 1, 2024, and will be in place until the Final Implementation Plan is released.

Your community's ongoing participation in the NFIP is critical, as it provides access to flood insurance for property owners, renters, and businesses. In Deschutes County there are currently 89 of NFIP policies in force representing \$25763000 in coverage for your community.

FEMA will be conducting informational virtual webinars this summer to provide an overview and status update for the Oregon NFIP-ESA integration, introduce the Pre-Implementation Compliance Measures, and provide an opportunity for Oregon NFIP floodplain managers to ask questions of FEMA staff. In the fall, FEMA will hold workshops to provide in-depth opportunities for local technical staff to work with FEMA technical staff, to understand and discuss issues relating to the PICM.

The webinars will be held virtually over Zoom. The information at each webinar is the same so your jurisdiction only needs to attend one. You can register for a webinar using the links below.

- Wednesday, July 31 at 3-5pm PT: <https://kearnswest.zoom.us/meeting/register/tZEkc-murjstGdPJiFioethjRk-id8N-k0hj>
- Tuesday, August 13 at 9:30-11:30am PT: <https://kearnswest.zoom.us/meeting/register/tZAod-istrTsqGN0KqckRLPPEaZuu4rv96lcR>
- Thursday, August 15 at 2-4pm PT: https://kearnswest.zoom.us/meeting/register/tZlqcOGpqDojHtTXaa946aI9dMpCTcJIH_zt
- Wednesday, August 21 at 12:30-2:30pm PT: <https://kearnswest.zoom.us/meeting/register/tZYqcuGsrD8rH9DZO22vG0v9KrNzVeUZA9gy>

FEMA will also develop a questionnaire to allow communities to identify how they currently incorporate or plan to incorporate ESA considerations, both in the short-term and long-term. To assist communities in making this determination, FEMA will be offering guidance on the potential pathways that help ensure current compliance. Communities will also be asked to help identify what technical assistance and training would be most beneficial. Feedback from this questionnaire will drive FEMA's engagement and outreach.

Upon completion of the Environmental Impact Statement review and determination, the Final Implementation Plan will be distributed along with several guidance documents and a series of Frequently Asked Questions. FEMA will also be starting NFIP Compliance Audits, in which we will be reviewing permits issued by communities for development in the floodplain and will expect the community to be able to demonstrate what actions are being taken to address ESA considerations.

If you have any questions, please contact us through our project email address fema-r10-mit-PICM@fema.dhs.gov. Thank you for your community's on-going efforts to reduce flood risk in your

Adair
July 15 2024
Page 3

community and for your support as we worked toward these milestones.

Sincerely,



Willie G. Nunn
Regional Administrator
FEMA Region 10

cc: WillGrove, Deschutes County
John Graves, Floodplain Management and Insurance Branch Chief
Deanna Wright, Oregon State National Flood Insurance Program Coordinator

Enclosure: Pre-Implementation Compliance Measures Fact Sheet

Oregon National Flood Insurance Program Endangered Species Act Integration

Pre-Implementation Compliance Measures Overview

Beginning this summer, FEMA will assist communities with coming changes to the National Flood Insurance Program (NFIP) in Oregon.

Why are the changes needed?

As the result of a Biological Opinion issued by the National Marine Fisheries Service, communities are required to demonstrate how floodplain development is compliant with the Endangered Species Act in Special Flood Hazard Areas. Changes are needed to protect the habitat of several species of fish and the Southern Resident killer whales to comply with the Endangered Species Act (ESA). FEMA outlined these changes in the [draft Oregon NFIP-ESA Implementation Plan](#).



The National Flood Insurance Program serves to protect lives and property, while reducing costs to taxpayers due to flooding loss.

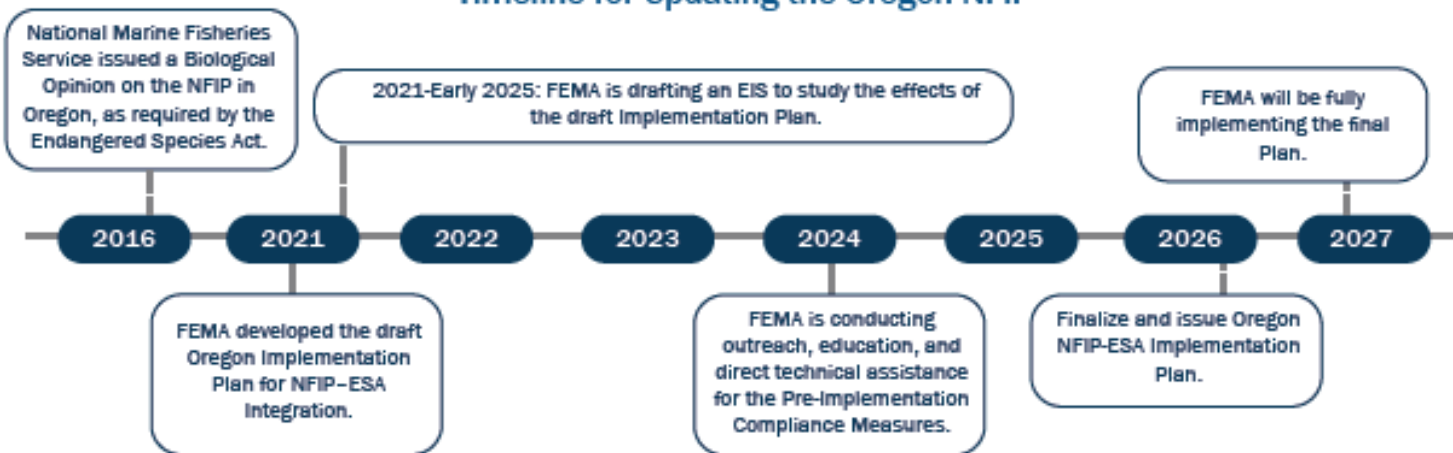
Current status

FEMA is evaluating proposed changes to the NFIP outlined in the Implementation Plan through an environmental impact statement (EIS), in compliance with the National Environmental Policy Act (NEPA).

What is “no net loss”?
Any development action resulting in negative impacts to one or more key floodplain functions that are then mitigated or avoided to offset said impacts.

The Final Implementation Plan is anticipated by 2026 following the Record of Decision in the EIS process, then FEMA will fully implement the plan in 2027. Until then, communities need to begin taking action to protect habitat and achieve “no net loss.” FEMA is offering several resources for communities to learn more and implement interim measures, called Pre-Implementation Compliance Measures (PICMs).

Timeline for Updating the Oregon NFIP



What can communities do to comply with these changes?

Oregon communities participating in the NFIP can take short-term measures to comply with ESA requirements, known as PICMs. FEMA developed these measures in response to concerns from communities about the time and resources needed to meet requirements and ensure their future good standing in the NFIP. By implementing these measures now, communities will be better prepared for compliance audits, which will begin when the Final Implementation Plan is in place.

Communities can select one of the following three PICMs:

- Prohibit all new development in the floodplain.
- Incorporate the ESA into local floodplain ordinances.
- Require permit applicants to develop a Floodplain Habitat Assessment documenting that their proposed development in the Special Flood Hazard Area will achieve “no net loss.”

Communities must report to FEMA on their implementation of interim measures.

In addition to the above measures, as of August 1, 2024, FEMA is temporarily suspending processing applications for Letters of Map Revision based on Fill (LOMR-Fs) and Conditional Letters of Map Revision based on Fill (CLOMR-Fs) in NFIP communities to avoid potentially negative effects on ESA-listed species.

FEMA is here to support your community.

FEMA is offering several resources to assist communities in preparing for the Oregon NFIP-ESA Implementation Plan.

- **Informational Webinars (Summer 2024):** Learn about what FEMA is doing to revise the Implementation Plan and receive an introduction to the PICMs.
- **Questionnaire (Summer 2024):** Share what floodplain management measures your community is currently implementing to comply with the ESA, which PICMs you’re most interested in, and what support you need. Your feedback will help us plan the fall workshops and identify needs for technical assistance.
- **Workshops (Fall 2024):** Get an in-depth look at PICMs and talk through questions and concerns with FEMA staff.
- **Technical Assistance (Begins in Fall 2024):** Get support from FEMA to begin implementing PICMs.

Learn more and participate

Visit www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration to read the latest information about NFIP-ESA Integration in Oregon.

You can also contact us at FEMA-R10-MIT-PICM@fema.dhs.gov



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 14, 2024

SUBJECT: Continued Deliberations – RVs as Rental Dwellings

RECOMMENDED MOTION:

Given the factors outlined in the attached memorandum, the Board can choose to:

- Proceed to deliberations with the existing record.
• Re-open the record for a period of time to receive new information on potential approaches to fire issues, as well as update efforts made to date by other counties, with deliberation to follow after the closing of the record. Staff recommends an open record period of three months and has provided a draft Board Order for consideration if this option is preferred.
• Pause this legislative process without reopening the record for a specified time for staff to observe the approaches to and impacts from SB 1013 implementation in other counties.

BACKGROUND AND POLICY IMPLICATIONS:

On August 14, staff will check in with the Board of Commissioners concerning a legislative text amendment to consider allowing recreational vehicles (RVs) as rental dwellings (File No. 247-23-000700-TA) under Senate Bill 1013. The attached memorandum reports progress made since staff last met with the Board on June 10 and outlines possible options for next steps.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner
Will Groves, Planning Manager



MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, AICP, Senior Planner
Will Groves, Planning Manager

DATE: August 7, 2024

SUBJECT: Continued Deliberations – RVs as Rental Dwellings

On August 14, 2024, staff will continue discussion with the Deschutes County Board of Commissioners (Board) concerning deliberations for a legislative text amendment to consider allowing recreational vehicles (RV) as rental dwellings (File No. 247-23-000700-TA) under Senate Bill 1013. The purpose of this memorandum is to report progress since staff last met with the Board on June 10, and to seek direction on next steps, which are outlined at the end of this memorandum.

I. PROCEDURAL BACKGROUND

Staff submitted a Post-Acknowledgement Plan Amendment notice to the Department of Land Conservation and Development on October 4, 2023. Staff presented information on the proposed amendments at a Planning Commission work session on October 12, 2023.¹ The Planning Commission held an initial public hearing on November 9, 2023,² which was continued to December 14, 2023.³ At that time, the hearing was closed, and the written record was held open until December 28 at 4:00 p.m. The Planning Commission began deliberating on January 11, 2024⁴ and elected to continue the discussion to January 23 to form a complete recommendation to forward to the Board. After deliberating, the Planning Commission voted 4-3 to **not** recommend adoption by the Board. In addition, the Planning Commission chose to provide recommendations concerning the draft amendments if the Board chooses to move forward with adoption.

Staff provided a summary of the amendments and the process thus far at a February 28 work session⁵ to the Board and followed up with additional information on several topics on March 27,⁶ at which time the Board directed staff to proceed with a public hearing. A public hearing was held before the Board on

¹ <https://www.deschutes.org/bc-pc/page/planning-commission-41>
² <https://www.deschutes.org/bc-pc/page/planning-commission-40>
³ <https://www.deschutes.org/bc-pc/page/planning-commission-43>
⁴ <https://www.deschutes.org/bc-pc/page/planning-commission-44>
⁵ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-157>
⁶ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-161>

May 8, 2024. At that time, the public hearing was closed, and the written record was held open until 4 p.m. on May 29.⁷

Staff met with the Board on June 10⁸ to begin the deliberative process, orient the Board to issues raised in the record, and receive feedback on areas of Board interest or concern. During that meeting, the Board directed staff to further research issues relating to fire protection and associated resources, and to gather information about the status of other counties regarding SB 1013 before proceeding with further deliberations.

II. FOLLOW UP TOPICS

It is important to note that the public record for the proposed amendments closed on May 29. Therefore, staff is providing limited general observations in this memorandum that are intended to assist the Board with the logistics of the deliberative process. If directed by the Board, staff will reopen the public record to allow for staff to conduct additional coordination, and during which time staff will enter a memorandum into the record that specifically summarizes information concerning the topics below; the open record period will also provide time for public comment on these materials. Only the information submitted to the record would be utilized in the decision-making process.

Fire Protection Districts

As discussed previously, RVs as rental dwellings are not taxed as real property; improvements to the property for the parking pad and pedestal for essential services could trigger a nominal increase in property tax collected, but is not anticipated to be significant, or compare to the property tax revenue that could come with other types of dwellings/additions. Therefore, the proposed amendments would potentially place more demands on rural fire districts without a commensurate increase in revenue to pay for it. The Board directed staff to further explore this issue.

Staff was able to coordinate with a representative from one fire district, who provided insight regarding funding and resources, as well as potential regulatory strategies to incorporate into the amendments. Given that Central Oregon is in the middle of an intense wildfire season, other districts were not available. However, staff may be given the opportunity to participate in a meeting of the Central Oregon Fire Chiefs Association (COFCA), tentatively scheduled for August 14, or a future meeting at a date to be determined and anticipates additional input could be provided during that meeting that will help inform this process.

All input concerning fire issues would be consolidated into a staff memo to be entered into the record if and when it is re-opened.

Other Oregon counties

As noted previously, Deschutes County is often one of the first—if not the first—counties to adopt legislative changes based on changes to state law. SB 1013 is no different. The Board expressed interest

⁷ The record, which contains all memoranda, notices, and written testimony received, is available at the following website: www.deschutes.org/rvamendments

⁸ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-175>

in learning which counties have proceeded with amendments codifying SB 1013 and any relevant details. To date, staff is aware of one county, Clackamas, that had adopted amendments to allow RVs as rental dwellings, which will go into effect on September 3. More details about those amendments can be provided in a staff memorandum to be entered into the record if/when it is re-opened.

III. OPTIONS FOR NEXT STEPS

Given the factors outlined in this memo, the Board can choose to:

- Proceed to deliberations with the existing record.
- Re-open the record for a period of time to receive new information on potential approaches to fire issues, as well as update efforts made to date by other counties, with deliberation to follow after the closing of the record. Staff recommends an open record period of three months and has provided a Board order as an attachment if this option is selected.
- Pause this legislative process without reopening the record for a specified time for staff to observe the approaches to and impacts from SB 1013 implementation in other counties.

Attachment

1. Board Order No. 2024-029

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Reopening the Record for File No. *
247-23-000700-TA * ORDER NO. 2024-029
 *

WHEREAS, the Board of County Commissioners ("Board") is the hearings body for a legislative text amendment (File No. 247-23-000700-TA), legislative amendments to amend Deschutes County Code (DCC), Title 18, County Zoning, and Title 19, Bend Urban Growth Boundary Zoning Ordinance to allow RVs as rental dwellings subject to certain criteria per the adoption of SB 1013; and

WHEREAS, on May 8, 2024, the Board held a public hearing on the proposal, at the conclusion of which the Board closed the public hearing and allowed an open record period that concluded on May 29, 2024;

WHEREAS, DCC 22.24.160(A) grants the Board discretion and authority to reopen the record either upon request or upon its own initiative;

WHEREAS, on June 10, 2024, the Board directed staff to conduct further research on selected topics related to the proposed amendments; and

WHEREAS, the Board finds it is necessary to reopen the record to afford all parties sufficient time to present the information requested and respond to that information; now, therefore,

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

Section 1. Pursuant to DCC 22.24.160(A), the record of the legislative proposal shall be reopened to accept new testimony for a period of time concluding on November 14, 2024 at 4:00 PM.

Section 2. Staff shall give written notice to all parties that the record is required to be established in this Order.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DeBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 14, 2024

SUBJECT: Department Performance Measures Updates for FY '24 Q4

BACKGROUND AND POLICY IMPLICATIONS:

Five departments have been selected to provide updates on progress made during FY '24 Q4 on the selected performance measure that falls under the County Goals and Objectives of "Service Delivery".

9-1-1

Objective: Service Delivery - Support and promote Deschutes County Customer Service "Every Time" standards.

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

Value/Target: 90%

Q4 Update: 97.35%

Clerk's Office

Objective: Service Delivery - Support and promote Deschutes County Customer Service "Every Time" standards.

Performance Measure: Election personnel cost comparison per 1,000 ballots tallied for countywide elections. Target: Cost to remain within 10% of similar-type election.

Value/Target: \$419

Q4 Update: \$328 per 1,000 ballots tallied

CDD

Objective: Service Delivery - Ensure quality service delivery through the use of innovative technology and systems.

Performance Measure: Achieve 8-12 inspection stops per day to provide quality service.

Value/Target: 8

Q4 Update: 8.8

Objective: Service Delivery - Ensure quality service delivery through the use of innovative technology and systems.

Performance Measure: Achieve 90-100% of pre-cover inspections completed the same day as requested.

Value/Target: 90%

Q4 Update: 93.3%

Objective: Service Delivery - Ensure quality service delivery through the use of innovative technology and systems.

Performance Measure: Achieve an average turnaround time on building plan reviews of 8-10 days to meet or exceed state requirements.

Value/Target: 10

Q4 Update: 17.57

Objective: Service Delivery - Ensure quality service delivery through the use of innovative technology and systems.

Performance Measure: Achieve the issuance of onsite septic system permits within 12 days of completed application.

Value/Target: 12

Q4 Update: 19.65

Objective: Service Delivery - Ensure quality service delivery through the use of innovative technology and systems.

Performance Measure: Sustain the issuance of land use administrative decisions with notice within 45 days of completed application.

Value/Target: 45

Q4 Update: 56.2

Objective: Service Delivery - Ensure quality service delivery through the use of innovative technology and systems.

Performance Measure: Sustain the issuance of land use administrative decisions without notice within 21 days of completed application.

Value/Target: 21

Q4 Update: 24.3

Human Resources

Objective: Service Delivery - Provide collaborative internal support for County operations.

Performance Measure: Achieve 100% of recruitments opening within 21 days of receipt of Recruitment Authorization in good order (timely and accurately.)

Value/Target: 100%

Q4 Update: 98% - Q4 average of 5.97 days to open recruitment from receipt of Recruitment Authorization in good order.

IT

Objective: Service Delivery - Ensure quality service delivery through the use of innovative technology and systems.

Performance Measure: Possess a minimum level IG2 for all 18 CIS Critical Security Controls

Value/Target: True

Q4 Update: With the hire of a new Information Security Manager we have created a framework for Deschutes County that aligns with ISO, NIST, and CIS standards. With that being said, continued progress has been made in meeting controls within the framework.

BUDGET IMPACTS:

No anticipated budget impacts.

ATTENDANCE:

- Jen Patterson, Strategic Initiatives Manager
- Chris Perry, Manager, 9-1-1 Operations
- Steve Dennison, County Clerk
- Peter Gutowsky, Director, CDD
- Kathleen Hinman, Director, Human Resources
- Tania Mahood, Director, IT



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 14, 2024

SUBJECT: Acceptance of a Community Capacity Building Grant from PacificSource

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-702 accepting a Community Capacity Building Grant from PacificSource.

BACKGROUND AND POLICY IMPLICATIONS:

In May of 2024, the Board of County Commissioners gave approval for Deschutes County Health Services (DCHS) to apply for Oregon Health Authority's (OHA) Health Related Social Needs (HRSN) grant in the amount of \$686,947. DCHS has been awarded \$475,210 and is seeking Board approval to accept this funding.

As part of OHA's HRSN Initiative, the state was authorized to spend up to \$119 million for infrastructure funding, or what the state terms 'Community Capacity Building Funding.' This funding supports investments necessary to create robust, equitable networks of HRSN providers across the state, and build the necessary capabilities and capacity of community partners. Coordinated Care Organizations will administer the grant funding—for the Central Oregon Region, this is PacificSource Community Solutions,

Grant funding can be used for technology, development of business or operational practices, workforce development, outreach, education, and stakeholder convening. This grant will provide DCHS the opportunity to build infrastructure to screen, collect, and analyze data to understand our communities' HRSN needs, and establish formal pathways to refer individuals and families to Community Based Organizations to meet those needs. Infrastructure added with grant funds may also provide the opportunity to bill Medicaid for activities and services associated with addressing health related needs of enrolled DCHS clients.

In accordance with the amount of funding awarded, DCHS will scale back the original proposed work by reducing the number of tablets and data plans purchased and also reducing the number of staff supporting the project. The funding term is August 31, 2024, through July 31, 2027. The agreement will expire on December 31, 2028.

DCHS intends to use the funding as follows:

- \$318,871 to support personnel for 18-months as follows:
 - Clinical Information System Administrator, 1.0 existing, full-time equivalent (FTE). Duties will include standing up the systems/platforms, mapping process and workflows, implementing and stabilizing systems and processes, and training existing staff to carry out the work.
 - Project Manager, 0.1 FTE, existing, to support the project work.
- \$72,355 to purchase Tablets/Touch Screen Devices and data plans to administer screenings to individuals to identify needs.
- \$22,000 to make improvements to our Electronic Health Record system to streamline the work and better coordinate with outside organizations.
- \$61,984 (15%) to cover indirect expenses.

BUDGET IMPACTS:

\$475,210 revenue for the period August 31, 2024, through July 31, 2027. A budget resolution will follow the Board’s approval of the grant acceptance.

ATTENDANCE:

Janice Garceau, Health Services Director
Nicole Lunetta, Supervisor, Health Services
Kacy Burgess, Clinical Information System Administrator



August 2, 2024

To Michele Carroll and Deschutes County Health Services board members,

PacificSource had a Community Capacity Building Funding (CCBF) Grant submitted by Kacy Burgess for \$686,947 on 5/30/2024. Our grants process was very competitive, and we ended up giving partial awards for the majority of awarded organizations across all of our regions. The award provided to Deschutes County Health Services was for \$475,210. Kacy provided a scope of work in your CCBF application that was based on the full award amount. With a partial award given, it is expected that Deschutes County would likely need to modify their scope of work to align with the award amount. This is our approach for any organization who was given a partial award for this grant.

It is PacificSource’s expectation that it will take weeks or longer for organizations to finalize a plan for allocating their awarded CCBF dollars and to determine which Health-Related Social Needs (HRSN) services they will be providing. This is due to partial CCBF awards as well as the changing nature of the HRSN process. We have upcoming workgroups where we will continue to support organizations as they shape their CCBF scope of work. It is our hope that the majority of organizations provided CCBF awards would be ready to provide HRSN Services by 11/1/2024, which is the date that HRSN housing services become available.

We look forward to Deschutes County’s partnership as an HRSN Service Provider and are excited about how their CCBF award will benefit our members in Central Oregon.

Thank you,

Elliot Sky

Health-Related Social Needs Program Manager

Deschutes County Health Services

Community Capacity Building Funding Application

Deschutes County Health Services

Ms Janice Garceau
2577 Northeast Courtney Drive
Bend, OR 97701

kacy.burgess@deschutes.org
O: 541-306-8757

Ms. Kacy Burgess

2577 Northeast Courtney Drive
Bend, OR 97701

kacy.burgess@deschutes.org
O: 541-306-8757
M: 541-306-8757

Application Form

Instructions

In order to receive funding, organizations must complete and sign this application form in its entirety. For this form to be considered complete, all components must be filled out, a budget request must be attached and the application must be signed by the authorized representative from the entity applying for funding.

Please answer all required and applicable optional questions. Questions that have a text-response show a character count and instructions state a word count. Please follow word count maximums in your answers.

If you have questions about this application or need technical support, reach out to Elliot Sky at Elliot.Sky@pacificsource.com or call 541-225-2813.

Applicant Organization Information

The purpose of this section is to collect general information about the Applicant Organization. Please complete the information requested in the questions below.

Applicant Organization Name*

Deschutes County Health Services

Point of Contact Name*

Kacy Burgess

Point of Contact Title*

Clinical Systems Administrator

Point of Contact Telephone Number*

541-306-8757

Point of Contact Email Address*

kacy.burgess@deschutes.org

Mailing Address: Street Address*

2577 Northeast Courtney Drive

Mailing Address: City*

Bend

Mailing Address: State*

OR

Mailing Address: Zip Code*

97701

Eligibility Criteria

Organizations must meet minimum eligibility criteria to receive Community Capacity Building Funding.

Please attest to the following:*

The organization is capable of providing or supporting the provision of one or more HRSN services to Medicaid beneficiaries within the state of Oregon.

Yes

Please attest to the following:*

The organization intends to contract with one or more CCOs or with the Fee-for-Service Third Party Contractor (FFS TPC) to serve as an HRSN provider for at least one HRSN service.

Yes

Please attest to the following:*

The organization demonstrates a history of responsible financial administration via recent annual financial reports, an externally conducted audit, experience receiving other federal funding or other similar documentation.

Yes

Organization Types*

The following organization types are eligible to apply for and receive Community Capacity Building Funding. Please select the box that most closely aligns with your organization type (select more than one, as needed):

- Housing agencies and providers
- Food and nutrition service providers
- Climate service providers
- Outreach and engagement providers
- Case management providers
- Organizations focused on children, women and families
- City, county and local government agencies

Applicant Organization Questions

Who will be served

The purpose of this section is to collect information about the population served by your organization and to learn more about its culturally responsive and specific strategies to engage individuals.

1. Counties served.*

Please indicate which counties your organization will provide HRSN services.

Deschutes

2. For each county marked above, your organization must provide specific details about:*

- 1) the current working relationship and knowledge of that county
- 2) current or planned partnerships to support the work proposed and
- 3) the work being proposed in that county, including how their specific population(s) of focus in each county will benefit from the proposed work.

If your organization does not have existing relationships in the county, you must describe how you intend to build those relationships. (300 words max)

As the Community Mental Health Program (CMHP) and Local Public Health Authority (LPHA), Deschutes County Health Services (DCHS) is well positioned with community partnerships and longstanding relationships. DCHS engages with a variety of Community Based Organizations (CBOs), neighboring county health departments, School Based Health Centers, schools, law enforcement, co-locations with Federally Qualified Health Centers, as well as community and state oversight councils. Most relevant to this grant, DCHS is collaborating with NeighborImpact, Central Oregon Independent Practice Association (COIPA), and Central Oregon Health Quality Alliance (COHQA) to create a robust community hub. This network will be comprised

of CBOs serving as Service Providers, such as NeighborImpact and Latino Community Association, and Service Connectors, such as DCHS and Mosaic Medical, that are interested in utilizing the same referral platform to coordinate service delivery throughout our community. DCHS' HRSN proposal centers on building the technology and infrastructure necessary for the department to participate in this hub collaborative.

DCHS serves and supports all the HRSN covered and priority populations, including but not limited to, people with behavioral health conditions, houseless communities, and Latino/a/x communities. HRSN funds will help DCHS expand on processes currently in place by implementing streamlined technology required to regularly administer screenings to individuals in clinical and outreach settings and refer through UniteUs to community resources. DCHS will continue to encourage and support our partners and CBOs to utilize the UniteUs platform for effective closed-loop referrals while also utilizing funds to develop a process for DCHS to receive referrals related to HRSN benefits.

3. Populations to be served*

Please select the populations to be served by your organization. Select only the specific populations you will serve **from each list below**:

HRSN Services Covered Populations: (See STCs for Population Description)

Young Adults with Special Health Care Needs (YSCHN)
 Adults and youth discharged from an Institution for Mental Disease
 Adults and youth released from incarceration
 Youth involved with child welfare
 Individuals transitioning to Dual Status
 Individuals who are homeless or at risk of homelessness
 Individuals with a high-risk clinical need in a region experiencing extreme weather

Priority Populations*

American Indian/Alaska Native/Indigenous communities:
 Asian communities:
 Black/African American/African communities:
 Latino/a/x communities:
 Pacific Islander communities:
 Eastern European communities:
 People with disabilities:
 LGBTQIA2S+ communities:
 Immigrant and refugee communities:
 Rural communities:
 Faith communities:
 Houseless communities:
 People with behavioral health conditions:

Other communities not listed above (please describe):

4. Language access provided by your organization. Please indicate your organization’s capacity to speak and write in languages other than English. Also indicate whether the language capacity comes from a native or non-native speaker.

Language 1:

Spanish

Language 1:

Spoken fluently by native speaker(s)
Spoken fluently by nonnative speaker(s) or access to an interpretation service
Written by native speaker(s)
Written by nonnative speaker(s) or access to translation service

Language 2:

American Sign Language

Language 2:

Spoken fluently by nonnative speaker(s) or access to an interpretation service
Written by nonnative speaker(s) or access to translation service

Language 3:

Cantonese

Language 3:

Spoken fluently by native speaker(s)
Spoken fluently by nonnative speaker(s) or access to an interpretation service
Written by native speaker(s)
Written by nonnative speaker(s) or access to translation service

Language 4:

Mandarin

Language 4:

Spoken fluently by native speaker(s)
Spoken fluently by nonnative speaker(s) or access to an interpretation service
Written by native speaker(s)

Written by nonnative speaker(s) or access to translation service

(Optional) Other language access offered by your organization not already listed above:

Vietnamese, Punjabi, Russian, Ukrainian, plus 200 languages available through our interpretation/translations service provider, Oregon Certified Interpreter Network, OCIN.

Request and Justification

Organizational Background Information

5. Use of Community Capacity Building Funding*

Describe how your organization will use Community Capacity Building Funding to build capacity to provide HRSN services to populations of focus. Ensure the response includes a description of how the Organization will promote health equity through the delivery of HRSN service. (250 words max)

DCHS will utilize funds to:

- Improve the Epic Social Determinants of Health (SDOH) Screening tool as a living document, shared across the OCHIN collaborative, to give providers the ability to review and edit recent screenings, reducing duplicative screening and barriers for individuals and providers.
- Enhance the Epic and UnitedUs interface to achieve a single platform, creating a streamlined workflow for OCHIN Epic and UniteUs users nationwide.
- Implement a standardized SDOH screening tool and closed loop referral process utilizing electronic devices with the Epic integrated product "Welcome."
- Create and implement new policies and procedures related to HRSN screening, referrals, and data collection.
- Engage and support community partners in utilizing the same referral platform.

In partnership with NeighborImpact, COIPA/COHQA, and several CBOs, an equitable network of HRSN providers will be developed with the shared goal of connecting health information exchange networks throughout Oregon. This collaboration will ensure that screening and referring agencies like DCHS can directly and efficiently connect at-risk individuals in priority populations to needed resources, using a closed loop process with trackable outcomes.

DCHS has agency-wide, leadership-level commitment to sustaining efforts to address health related social needs as a core component of improving the lives of at-risk individuals we serve and advancing health equity.

6. Culturally and linguistically responsive and trauma informed services*

Describe how your organization provides culturally and linguistically responsive and trauma informed services to the populations served. (250 words max)

DCHS is committed to providing culturally and linguistically responsive and trauma-informed services. DCCHS has in place two chartered committees—Diversity, Equity, and Inclusion and Cultivating Resilience and Employee Wellbeing—specifically focused on promoting these values across all aspects of operations. In addition, DCCHS recently operationalized the Culture Framework, which focuses on starting from within to promote humility, respect, and awareness in our work with clients, community, and each other. These principles ensure respect for the diverse backgrounds, identities, experiences, and needs of those we serve.

Several strategies DCCHS employs to advance equity include:

- **Language Access:** We ensure meaningful access to services for those who speak languages other than English, including proficient bilingual staff, qualified interpreters, and translated materials. In addition, access kits comprised of iPads for video interpreting, pocket talkers for hard-of-hearing, whiteboards for nonverbal, and magnifiers for low vision patients, are available at all DCCHS front desk locations.
- **Cultural Competency Training:** We invest in training opportunities for all staff members to develop cultural awareness, humility, and sensitivity. Training helps staff understand and appreciate diverse cultures, identities, and experiences, fostering improved communication and trust with those we serve.
- **Trauma-Informed Care:** Staff training and agency policies ensure we understand the impact of trauma and guide us in creating a safe and supportive environment for clients and staff.

7. Please note below which HRSN services initiative (Climate Support, Housing, Nutrition Supports, Outreach and Education) your organization has experience with.

For each applicable service,

- 1) describe below your experience providing these services and
- 2) describe how your organization intends to provide this service as an HRSN service provider.

Fill out all that apply.

A. Climate Services:

Describe your organization's experience providing climate services. Please also explain how you intend to provide climate services as an HRSN provider. (200 words max)

DCCHS' Emergency Preparedness team shares up-to-date health and safety information with respective CBOs and mutual aid partners. The team outreaches to individuals impacted by smoke/wildfire or other extreme weather events, including coordinating with first responders to alert encampment locations. DCCHS also coordinates with CBOs for identification, preparation, and activation of extreme weather shelter operations.

DCCHS' climate and environmental health programs are involved in direct outreach, educational campaigns, and the provision of supplies aimed at enhancing indoor air quality in childcare and school settings. Additionally, DCCHS is addressing increasing concerns over water quality and drinking water through education and low-cost testing programs for homeowners with wells in the county.

DCCHS will continue to provide these climate services to clients and the community. When further needs are identified, DCCHS will utilize the screening tool developed through this project to refer individuals to needed resources through the closed loop referral process in UniteUs.

B. Housing Supports:

Describe your organization’s experience providing housing support services. Please also explain how you intend to provide housing support services as an HRSN provider. (200 words)

DCHS has over 19 years’ experience providing direct housing support services to individuals experiencing, or are at risk of, homelessness through two programs:

- The Rental Assistance Program Services assists adults with Serious and Persistent Mental Illness (SPMI) in paying for housing to live as independently as possible in the community and support accessing appropriate support services.
- Projects for Assistance in Transition from Homelessness (PATH) and the Homeless Outreach Services Team (HOST) strive to reduce or eliminate homelessness for individuals with SPMI by providing street outreach, case management, and care coordination.

In addition, DCCHS and Housing Works, our local Housing Authority, partner to provide two supported housing programs for individuals with SPMI. Emma’s Place, in operation since 2000, is an 11-unit apartment providing permanent housing for individuals with SPMI. Horizon House, in operation since 2005, is a 14-unit apartment complex tailored to meet the transitional housing needs of individuals with SPMI, and is staffed by the DCCHS HOST team to ensure those transitioning out of homelessness into stable housing have the appropriate level of support.

DCCHS will continue providing these services while also working to build the infrastructure for managing a closed loop referral process.

C. Nutrition Supports:

Describe your organization’s experience providing nutrition support services. Please also explain how you intend to provide nutrition support services as an HRSN provider. (200 words)

DCCHS provides nutrition support services through a variety of programs that target at-risk populations. Women, Infants and Children (WIC) services include nutrition and health screenings, nutrition education related to individual health risk, breastfeeding promotion and support, health referrals, and issuance of food benefits during critical times of growth and development to improve the health status of mothers and their children.

DCCHS Perinatal Care Coordinators, maternal-child home-visiting nurses, and reproductive health clinics also screen for nutritional status, provide education, and referrals within the community, including to WIC.

DCCHS also assists people in applying for food stamps, obtaining food vouchers, and assisting with referrals to food pantries and soup kitchens. Peer Support Specialists mentor clients to help them build confidence in accessing community resources, while case managers provide important linkages to food and nutritional services. Case managers and peers also coach clients how to shop for and prepare nutritious food through skill-building activities. Finally, co-location with primary care enhances health screening and nutrition services to clients with significant health concerns and chronic conditions.

DCCHS’s established nutrition programs will continue providing such services. This proposal will help to expand referrals to nutrition supports.

D. Outreach and Education:

Describe your organization's experience providing outreach and education services. Please also explain how you intend to provide outreach and education services as an HRSN provider. (200 words)

DCHS' outreach and engagement services focus on health equity, improved health literacy, and access to clinical and social services provided by DCHS and CBOs.

- The Health Equity and Engagement Team, developed during COVID-19 pandemic, is comprised of a Public Health Educator and contractors, all of whom are certified Community Health Workers and OHP Assistants. The team uses native languages of Spanish, Cantonese, and Mandarin and lived experience to educate community members who identify as immigrants, LGBTQ+, low-income, unhoused, and/or have other intersecting identities that erect barriers to accessing services. The team delivers presentations in Spanish through the High School Equivalency Program, as well as in partnership with other local CBOs to improve awareness of services for community members with socio-economic barriers.
- DCHS' Homeless Outreach Services Team (HOST) engages with houseless individuals to identify needs and connect them to resources.
- DCHS youth drop-in services (The Drop) provides outreach to over 700 at-risk youth annually.
- DCHS maintains over 30 Peer Support Specialists who regularly connect with individuals with behavioral health conditions through organized groups.

These teams will work with CBOs as well as educate and engage with target populations to conduct screenings and referrals in the field and clinic settings.

Allowable Funding Uses*

The purpose of this section is to collect information about:

- the purpose of your funding request;
- funding need and justification; and
- how funding will be utilized.

Eligible entities may request Community Capacity Building Funding to support the development and implementation of HRSN services across four categories:

- 1) Technology
- 2) Development of Business or Operational Practices
- 3) Workforce Development and
- 4) Outreach, Education and Partner Convening

* Please note that the Infrastructure Protocol which outlines the allowable funding uses is pending CMS approval. Once approved, the final CMS approved Infrastructure Protocol will be updated and available on the OHA Waiver webpage.

8. Check the boxes for each category in which you are seeking funding. You must also provide a short description of

- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) your organizations experience in this category.

Check all that apply.

A. Technology:

Procuring IT infrastructure/data platforms to support HRSN.* (see below for more details)

Modifying existing systems to support HRSN

Development of an HRSN eligibility/services screening tool

Integration of data platforms/systems/tools

Onboarding to new, modified, or existing systems (e.g. community information exchange)

Training for use of new, modified, or existing systems

* Examples of Procuring IT infrastructure/data platforms to support HRSN:

- Authorization of HRSN services
- Referral to HRSN services
- HRSN service delivery
- HRSN service billing
- HRSN program oversight, monitoring and reporting

If seeking funding for Technology

Please describe the following:

- 1) why funding is needed
- 2) how it will be used to build capacity to participate in the HRSN program and
- 3) your organizations experience in this category.

(250 words max)

DCHS is requesting funding for technology to improve interfaced systems, create a SDOH screening process, and to purchase tablets.

Currently, UniteUs and Epic do not interface, creating inefficiencies and undermining sustainability. DCHS intends to use funding to support development of a bidirectional referral interface between Epic and UniteUs. This work is paramount to relieve clinical staffs' administrative burden of moving between multiple systems to provide care and referrals.

DCHS plans to build an Epic SDOH Living Document. The document will be shared by other OCHIN collaborative members. The purpose of this shared/living document is to reduce duplicative screening and referrals. This will enable capacity to review recent and existing screenings, freeing up time to address unmet needs rather than rescreening. This will benefit patients shared between DCHS, Mosaic Community Health, La Pine Community Health, Jefferson, and Crook Counties. With funds, DCHS will purchase tablets to disperse throughout clinical programs to administer OHA approved SDOH Screenings via the OCHIN Welcome Tablet Application. In the developed state, the process pushes screenings directly back into Epic and UniteUs via the interface. DCHS providers then review and refer to connected CBOs. DCHS also plans to disperse tablets to Community Outreach and Engagement staff who will educate, screen, and refer directly in UniteUs at organized outreach events, mobile clinics, and other opportunities.

B) Development of Business or Operational Practices:

Development of policies/procedures related to:* (see below for more details)

Training/technical assistance on HRSN program roles/responsibilities

Administrative items* (see below for more details)

Planning needs for the implementation of the HRSN program

Procurement of administrative supports to assist with the implementation of the HRSN program

* Development of policies/procedures related to:

- HRSN referral and service delivery workflows
- Billing/invoicing
- Data sharing/reporting
- Program oversight/monitoring
- Evaluation
- Privacy and confidentiality

* Administrative items necessary to perform HRSN duties or expand HRSN service delivery capacity (e.g., purchasing of a commercial refrigerator to expand capacity to provide additional medically tailored meals to qualifying members)

If seeking funding for Development of Operational or Business Practices

Please describe the following:

- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) Organizations experience in this category.

(250 words max)

DCHS will apply funds (included in the Workforce Development budget) to portions of wages and benefits for staff dedicated to the development of business and operational practices of the HRSN project. These positions will develop new policies and procedures for referral workflows, billing, data sharing and reporting, program oversight, monitoring, and evaluation, and ensuring privacy and confidentiality critical to the sustainability of this program. To carry out this work, staff will direct non-HRSN grant responsibilities to other staff within the organization during the proposed 18-month project period.

- The lead Clinical Information Systems Administrator (CISA) will work with the Project Manager to define processes and metrics related to program oversight, monitoring, and evaluation. The team will meet biweekly to review milestones, progress, and key metrics.
- The CISA will work with DCHS' Business Intelligence (BI) team of data analysts to develop metrics, dashboards, and reports, including but not limited to, reports on screenings, identification of high-risk areas for our clients, tracking outcomes and closed-loop referrals, pinpointing resource gaps, and demonstrating financial impacts through comprehensive dashboards. Data will guide program monitoring, oversight, and evaluation to enhance program efficiency for long-term viability.
- The Operations Manager will oversee billing practices, including development and training of billing protocols tailored to the unique requirements of the HRSN project.

C) Workforce Development:

Cost of hiring and training new staff

Salary and fringe for staff* (see below for more details)

Necessary certifications, training, technical assistance, and/or education* (see below for details)

Privacy/confidentiality training/technical assistance related to HRSN service delivery

Production costs for training materials and/or experts as it pertains to the HRSN program

* Salary and fringe for staff that will have a direct role in overseeing, designing, implementing, and/or executing HRSN responsibilities. Time limited to a period of 18 months. Organizations may not access this funding for the same individual more than once.

* Necessary certifications, training, technical assistance, and/or education for staff participating in the HRSN program (e.g., on culturally competent and/or trauma informed care)

If seeking funding for Workforce Development

Please describe the following:

- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) Organizations experience in this category.

(250 words max)

The proposed project leverages existing department expertise to oversee, design, implement, and execute new technology and practices that will sustain beyond the project period. Regular duties of staff will need to be redirected to complete the HRSN project and funding is requested to support these efforts. Specifically:

- Lead CISA (1.0 FTE) will be reassigned to serve as HRSN Project Lead. The Lead will primarily focus on developing the technology supports. This includes: development of device/interface management, workflow development, agency-wide training, UniteUs implementation, SDOH screening and interface improvements. The Lead will be supported by a supervisor (0.05 FTE) and CISA staff (0.2 FTE).
- A Project Manager (0.2 FTE) will work with the project team to develop the implementation plan, oversee execution, track objectives, and maintain department communication.
- Behavioral Health Manager (0.05 FTE) will be responsible for developing new patient clinical workflows to support SDOH screenings and referrals.
- Operations Manager (0.01 FTE) will support design, implementation, policies, and external coordination of billing.
- Front Office Supervisor (0.01 FTE) will support training for Front Desk staff.
- Admin Assistant (0.01 FTE) assists with scheduling and training events.
- Data Management Analysts (0.10 FTE) will help develop data reports on: SDOH screening, population risk, referrals, and other metrics for evaluation and monitoring.

D) Outreach, Education, and Partner Convening:

* Community engagement activities necessary to support HRSN program implementation and launch (e.g., roundtable to solicit feedback on guidance documents)

If seeking funding for Outreach, Education and Partner Convening

Please describe the following:

- 1) why funding is needed and
- 2) how it will be used to build capacity to participate in the HRSN program
- 3) Organizations experience in this category.

(250 words max)

DCHS is not requesting any additional funding for this sector.

Other CCO applications*

9. Has your organization applied to or been awarded funds from other CCOs for the Community Capacity Building Funding?

No

If yes, please provide detail as to which CCOs and for what activities (200 words max)

N/A

Required Documents

Budget Document*

Please download budget document from link here. Fill out this document and upload to this application below.

FINAL Community Capacity Building Budget Template_2024vCCO.xlsx

Attestations and Certification*

Please download Attestations and Certification document here. Fill out this document and upload to this application below.

Attestations and Certification CCBF grant.pdf

File Attachment Summary

Applicant File Uploads

- FINAL Community Capacity Building Budget Template_2024vCCO.xlsx
- Attestations and Certification CCBF grant.pdf

PLEASE NOTE: This is a standard CCBF Application Template for reference only. All community capacity building fund (CCBF) applications must be submitted directly to a coordinated care organization (CCOs). Please refer to the CCO CCBF contact list to connect directly with a CCO in your area for any additional information on the application process.

Instructions

Purpose of This File	<p>The state has been authorized to spend up to \$119 million on Community Capacity Building Funding investments necessary to support the development and implementation of the Health-Related Social Needs (HRSN) program. Organizations who wish to receive HRSN Community Capacity Building Funding must submit this funding request and an application to the Coordinated Care Organization (CCO) operating in their service area indicating how they intent to use this funding.</p> <ul style="list-style-type: none"> - To submit your budget request, you must complete Tab 3 (Budget Request) - Once that tab has been completed, certify the documents by typing the name of the person submitting the budget application and date
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Tab	Instructions	Tab Completion Checklist
Instructions (this tab)	This budget request outlines the expenses CBOs expect to incur to build capacity to participate in the HRSN program. Budget requests and applications are due to [insert CCO] by [insert date].	On the tab "Budget Request" complete all the boxes in yellow .
Budget Request	<p>To begin, please complete the following at the top of this budget request:</p> <ul style="list-style-type: none"> • Your organization's name in [insert cell]. • Name of the person to contact about the Community Capacity Building Funds application in [insert cell] • Email and phone number for the contact above in [insert cell]. • The date the report is sent to [insert CCO] in [insert cell]. 	1. Ensure that you have completed all pieces of information listed at the top of the form in yellow
Section A	<p>Section A:</p> <ul style="list-style-type: none"> • This section contains the funding amount requested based on the appropriate four domain areas: (i) Technology; (ii) Development of business or operational practices; (iii) Workforce development; and (iv) outreach, education and stakeholder convening. 	<p>1. In Column C describe the proposed use of the requested funds. Ensure that you have listed only allowable uses of the fund as defined on Tab "CCBF Allowable Uses"</p> <p>2. In Column D list out the total amount of funds that coincide with the same line in Column C. You may add more lines under a category if needed.</p>
Section B	<p>Section B:</p> <ul style="list-style-type: none"> • This section certifies the accuracy of the amounts requested above. 	1. Ensure the report has the name and title of the person who prepared the budget [insert cell] and date [insert cell].

Allowable Uses of the Community Capacity Building Funds

Allowable uses for Community Capacity Building Funds are in 4 categories:

1. Technology
2. Development of Business or Operational Practices
3. Workforce development and;
4. Outreach, education and convening

Technology

- o Procuring IT infrastructure/data platforms needed to enable, for example:
 - o Authorization of HRSN services
 - o Referral to HRSN services
 - o HRSN service delivery
 - o HRSN service billing
 - o HRSN program oversight, monitoring and reporting
- o Modifying existing systems to support HRSN
- o Development of an HRSN eligibility and services screening tool
- o Integration of data platforms/systems/tools
- o Onboarding to new, modified or existing systems (e.g., community information exchange)
- o Training for use of new, modified or existing systems (e.g., community information exchange)

Development of business or operational practices

- o Development of policies/procedures related to:
 - o HRSN referral and service delivery workflows
 - o Billing/invoicing
 - o Data sharing/reporting
 - o Program oversight/monitoring
 - o Evaluation
 - o Privacy and confidentiality
- o Training/technical assistance on HRSN program and roles/responsibilities
- o Administrative items necessary to perform HRSN duties or expand HRSN service delivery capacity (e.g., purchasing of a commercial refrigerator to expand capacity to provide additional medically-tailored meals to qualifying members)
- o Planning needs for the implementation of HRSN program
- o Procurement of administrative supports to assist implementation of HRSN program

Workforce development

- o Cost of recruiting, hiring and training new staff
- o Salary and fringe for staff that will have a direct role in overseeing, designing, implementing and executing HRSN responsibilities, time limited to a period of 18 months. Organizations may not access this funding for the same individual more than once.
- o Necessary certifications, training, technical assistance and/or education for staff participating in the HRSN program (e.g., on culturally competent and/or trauma informed care)
- o Privacy/confidentiality training/technical assistance related to HRSN service delivery
- o Production costs for training materials and/or experts as it pertains to the HRSN program

Outreach, education and convening

- o Production of materials necessary for promoting, outreach, training and/or education
- o Translation of materials
- o Planning for and facilitation of community-based outreach events to support awareness of HRSN services
- o Planning for and facilitation of learning collaboratives or stakeholder convenings
- o Community engagement activities necessary to support HRSN program implementation and launch (e.g., roundtable to solicit feedback on guidance documents)
- o Administrative or overhead costs associated with outreach, education or convening.

Community Capacity Building Grant Funding Request

CCO Name: PacificSource Solutions

Community Capacity Building Grant Funding Request

Applicant Organization Name	Deschutes County	DATE SENT:	
Applicant Contact Name	Kacy Burgess		5/30/2024
Applicant Email Address	Kacy.Burgess@deschutes.org		
Applicant Phone Number	541.322.7431		

Legend
Yellow cells - require input
Gray cells - auto populate
Blue cells- for CCO use only

BREAKDOWN BY HRSN Allowable Funding Domain

A	BUDGET REQUEST		
	Description of Item/Activity Requested, by Allowable Use Category	Budget Request	FOR CCO USE ONLY Approved Budget
1.	Technology (subtotal)	\$ 161,794.00	\$ -
	70 tablets to administer screenings to identify needs (70 @\$1,241/each)	\$ 86,870.00	
	Tablet data plan for 20 tablets (\$15,910/yr)	\$ 31,820.00	
	EPIC interface build to coordinate with outside organizations	\$ 22,000.00	
	Indirect Expenses on Technology (15%)	\$ 21,104.00	
2.	Development of Operational and Business Practices (subtotal)	\$ -	\$ -
3.	Workforce Development (subtotal)	\$ 525,153.00	\$ -
	Clinical Information Systems Analyst 1.0 FTE	\$ 289,363.00	
	Health Information Technology Supervisor .05 FTE	\$ 14,093.00	
	Clinical Information System Analyst 0.2 FTE	\$ 56,580.00	
	Project Manager 0.2 FTE	\$ 47,583.00	
	Behavioral Health Access Manager .05 FTE	\$ 17,918.00	
	Operations Manager .01 FTE	\$ 2,730.00	
	Front Office Supervisor .01 FTE	\$ 2,198.00	
	Administrative Assistant .01 FTE	\$ 2,018.00	
	Data Management Analysts .10 FTE	\$ 24,171.00	
	Indirect Expenses on Workforce Development (15%)	\$ 68,499.00	
4.	Outreach, Engagement and Partner Convening (subtotal)	\$ -	\$ -
5.	Total Budget Request	\$ 686,947.00	\$ -

B	CERTIFICATE
<p>I certify to the best of my knowledge and belief that the budget outlined above is true, complete and accurate, and the funding items listed above are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.</p>	
<p>Cheryl Smallman, Business Officer</p> <p>PREPARED BY (Type Name and Title)</p>	<p>5/23/2024</p> <p>DATE</p>

Attestations and Certification

As an authorized representative of the Organization, the Organization attests as follows and agrees to the following conditions:

1. The funding received through the HRSN Community Capacity Building Funding initiative will not duplicate or supplant reimbursement received through other federal, state and local funds.
2. Funding received for the HRSN Community Capacity Building Funding initiative will only be spent on allowable uses as stated above.
3. The Organization will submit progress reports on HRSN Community Capacity Building Funding in a manner and on a timeframe specified by the CCO.
4. The Organization understands that the CCO may suspend, terminate or recoup HRSN Community Capacity Building Funding in instances of underperformance and/or fraud, waste and abuse.
5. The Organization will alert the CCO if circumstances prevent it from carrying out activities described in the program application. In such cases, the Organization may be required to return unused funds contingent upon the circumstances.
6. As the authorized representative of the Organization, I attest that all information provided in this application is true and accurate to the best of my knowledge.

Signature Cheryl Smallman

Name and Title Cheryl Smallman, Business Officer

Date 5/29/24

SUBGRANT AGREEMENT – COMMUNITY CAPACITY BUILDING FUNDS

This Subgrant Agreement is made between PacificSource Community Solutions, an Oregon non-profit corporation (“PCS”), and Deschutes County Health Services, an Oregon corporation (“Subgrantee”) and is effective August 31, 2024.

RECITALS

A. PCS is contracted with the State of Oregon, acting by and through the Oregon Health Authority (“OHA”) to assist in supporting investments to create robust, equitable networks of Health-Related Social Needs providers and build the necessary capabilities and capacity of community partners (the “Grant Agreement”).

B. PCS wishes to contract with Subgrantee to perform the work noted in Subgrantee’s Health Related Social Needs Community Capacity Building Funding Application, submitted to PCS and approved by OHA (“Subgrantee’s Application”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Services. Subgrantee will provide the services described in Subgrantee’s Application (the “Services”), a copy of which is attached hereto as Exhibit A and incorporated herein. Subgrantee agrees and acknowledges that the Services will be performed utilizing only the dollars provided for in this Agreement and that no amounts received under other contracts with PCS, or any of its affiliated entities, will be used, directly or indirectly, to fund the Services.

2. Reports. Subgrantee will provide reporting to PCS on at least an annual basis to include the following, at a minimum and pursuant to OHA’s standard reporting: (a) Amount of Community Capacity Building Funding (“CCBF”) spent during the reporting period and to date; (b) Specific activities and items that CCBF was used to support during the reporting period; (c) Requests to modify activities and the budget, as needed, including the rationale for modification; and (d) Attestation that CCBF has not duplicated funding received from other sources.

Subgrantee shall submit reports to: HRSNServiceProviderRequests@pacificsource.com

3. Payment. Subject to receipt of the grant funds from the OHA, PCS will pay Subgrantee an amount not to exceed Four Hundred Seventy Five Thousand Two Hundred Ten and 00/100 Dollars (\$475,210.00), with all funds being dispersed to Subgrantee by August 31, 2024. Subgrantee agrees and acknowledges that any funds provided PCS under this Subgrant Agreement that are not expended by 7/31/2027, must be returned to PCS no later than 8/31/2027.

4. Responsibilities. The Parties agree to comply with all requirements provided in the Grant Agreement and Subgrantee agrees and acknowledges to cooperate with PCS so that PCS may meet all of its obligations to OHA under the Grant Agreement.

5. Term; Termination. This Agreement shall expire on December 31, 2028; provided, however, that this Agreement shall terminate immediately if (a) the Grant Agreement between PCS and the OHA is terminated for any reason; (b) PCS does not receive all funds from the OHA as provided for in the Grant

Agreement; or (c) Subgrantee fails to perform adequately under this Subgrant Agreement in the reasonable opinion of PCS.

6. Terms and Conditions from the OHA Grant Agreement. Subgrantee acknowledges and agrees that it is subject to the provisions in the Grant Agreement between PCS and the OHA that are required to be passed through to subcontractors, which are attached hereto and incorporated herein as Exhibits B and C, with Subgrantee taking the place of the "Recipient" for purposes of Exhibits B and C.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives.

PACIFICSOURCE COMMUNITY SOLUTIONS
NORTHWEST

SUBGRANTEE COMMUNITY SERVICES

By: Elliot Sky
[name]

By: Patti Adair
[name]

Title: Health-Related Social Needs Program Manager

Title: Chair, Board of County Commissioners

Address: PO Box 7469
Bend, OR 97701

Address: 1300 NW Wall Street

Bend, OR 97703

EXHIBIT A

See accompanying email attachment for Subgrantee’s Health Related Social Needs Community Capacity Building Funding Application

EXHIBIT B

**Oregon Health Authority Required Language
(Coordinated Care Organization – Community Capacity Building Subgrant)**

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit’s provision will prevail. Capitalized terms not otherwise defined herein shall have the meaning set forth in the OHA Grant Agreement (defined below and collectively referred to herein as “the OHA Agreement”). The parties shall comply with all applicable federal, state and local laws, rules, regulations and restrictions, executive orders and ordinances, the OHA Agreement, OHA reporting tools/templates and all amendments thereto, and the Oregon Health Authority’s (“OHA”) instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation, where applicable:

1. This Agreement is intended to specify the contracted work and reporting responsibilities, be in compliance with PacificSource Community Solutions’ (“PCS”) grant agreements with OHA related to Community Capacity Building and Oregon’s 1115 Waiver (the “OHA Agreement”) and incorporate the applicable provisions of the OHA Agreement. Vendor shall ensure that any subcontract that it enters into for a portion or all of the work that is part of this Agreement shall comply with the requirements of this Exhibit. [Exhibit B, Section 14]

2. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 1]

3. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 2]

4. **Independent Parties; Conflict of Interest.**
a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient’s participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient’s participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government. [Exhibit B, Section 3]

5. **Ownership of Work Product.** Reserved. [Exhibit B, Section 6]

6. **Indemnity.** RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS

FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. [Exhibit B, Section 7]

7. **Effect of Termination.** Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise. [Exhibit B, Section 9]

8. **Insurance.** Recipient shall maintain insurance as set forth in Exhibit C of the OHA Agreement, attached hereto. [Exhibit B, Section 10]

9. **Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Recipient acknowledges and agrees that OHA and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final disbursement and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement. [Exhibit B, Section 11]

10. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time. [Exhibit B, Section 12]

11. **Subgrant.** Recipient shall not enter into any subgrants for any part of the program supported by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subgrant under this Agreement provisions to ensure that OHA will receive the benefit of subgrantee activity(ies) as if the subgrantee were the Recipient with respect to Sections 1, 2, 3, 6, 7, 9, 10, 11, 12, 14, 15, and 16 of this Exhibit B. OHA’s consent to any subgrant shall not relieve Recipient of any of its duties or obligations under this Agreement. [Exhibit B, Section 14] Note that for purposes of this Section 11, Recipient means the Vendor and PCS shall manage any OHA approval or consent requirements.

12. **No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 15]

13. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement. [Exhibit B, Section 16]

14. Vendor acknowledges that it has received a copy of the current version of the OHA Agreement, with the exception of any financial information.

EXHIBIT C

Insurance Requirements

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

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

WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY:

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

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

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

COMMERCIAL GENERAL LIABILITY:

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

PROFESSIONAL LIABILITY:

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

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense

requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient’s primary and excess liability policies are exhausted.

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

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Recipient’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient’s activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

- (i) Recipient’s completion and Agency’s acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

STATE ACCEPTANCE:

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