



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, WEDNESDAY, JANUARY 29, 2025

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. Consideration of Board Signature on letter thanking Lynn McAward for service on the Dog Control Board of Supervisors
2. Consideration of Board Signature on letter correcting Gil Levy's term end date for service on the Public Safety Coordinating Council
3. Approval of the minutes of the January 17, 2025 Legislative Update meeting
4. Approval of the minutes of the BOCC January 15, 2025 meeting

ACTION ITEMS

- [5.](#) **1:05 PM** Acceptance of an Emergency Management Performance Grant
- [6.](#) **1:15 PM** Amendment to an agreement allocating ARPA funds to the City of Sisters to expand the inventory of affordable housing
- [7.](#) **1:30 PM** Special Project Grants - Mid-Year Update
- [8.](#) **2:10 PM** Courthouse Expansion Budget Request
- [9.](#) **2:25 PM** 2024 Annual Report for the Prescribed Fire, Smoke and Public Health Community Response Plan

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 SESSIONS

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

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

10. Executive Sessions under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 29, 2025

SUBJECT: Acceptance of an Emergency Management Performance Grant

RECOMMENDED MOTION:

Move to authorize the Deschutes County Sheriff’s Office to accept an Emergency Management Performance Grant to support the County’s comprehensive emergency management program.

BACKGROUND AND POLICY IMPLICATIONS:

The Sheriff’s Office will utilize the Emergency Management Performance Grant (EMPG) to fund part of the county’s emergency management program.

The Deschutes County Sheriff’s Office has been allocated funds from the Federal Emergency Management Agency (FEMA) pursuant to a successful grant application to the Oregon Department of Emergency Management (ODEM). These funds will support personnel costs associated with Emergency Services Coordinators.

The Deschutes County Sheriff’s Office Emergency Manager oversees day-to-day operations of the County’s Emergency Management Program and is responsible for all planning, coordination and oversight for the Emergency Services functions. Emergency Services Coordinators assist in the implementation of the program—primarily in planning, public education and projects.

Emergency management includes preparedness, mitigation, response and recovery. Some of the activities required of the Emergency Services Manager include creating or updating the county-wide Emergency Operations Plan, the Threats and Hazards Identification and Risk Assessment, and a Natural Hazard Mitigation Plan.

BUDGET IMPACTS:

The total amount being awarded is \$104,016—this reflects an award of \$91,786 in EMPG funds and \$12,230 received from the State pursuant to HB 3059. The required match by the County is \$79,556. The duration of the grant agreement is July 1, 2024 through June 30, 2025.

ATTENDANCE: DCSO Sergeant Nathan Garibay

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM
GRANT AGREEMENT**

Project Name: Deschutes County

Grant Number: 24-508

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and Deschutes County for the project referred to above and described in Exhibit A (“Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law. Notwithstanding the effective date of this agreement, Project activities may begin on July 1, 2024.

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

- Exhibit A Project Description and Budget
- Exhibit B RESERVED
- Exhibit C Federal Requirements and Certifications
- Exhibit D RESERVED
- Exhibit E Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F Certification Regarding Lobbying

Pursuant to Oregon Laws 2021, Chapter 539 (the “Act”), OEM is authorized to award grants and enter into grant agreements as part of the Emergency Management Performance Grant Program (“EMPG” or “Program”).

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$104,016.00

Period of Performance: July 1, 2024 to June 30, 2025

SECTION 2 - GRANT

OEM shall provide Recipient, and Recipient shall accept from OEM, a(n) EMPG grant (the “Grant”) not to exceed in Grant Funds for eligible costs. If applicable, Recipient shall provide matching funds for all project costs as described in Exhibit A.

OEM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Agreement.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis.

B. Disbursement Requirements.

- (1) Recipient must submit each disbursement request for eligible Project Costs on a Request for Reimbursement form (“RFR”), provided by OEM.
- (2) Recipient must submit a signed RFR, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly or quarterly during the term of this Agreement. The final RFR must be submitted no later than 30 days following the end of the Period of Performance (“RFR Deadline”). OEM has no obligation to reimburse Recipient for any RFR submitted after the RFR Deadline.
- (3) Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- (4) Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- (5) Reimbursements will only be made for actual expenses incurred during the Period of Performance. Recipient agrees that no grant may be used for expenses incurred before or after the Period of Performance.
- (6) Recipient must pay its contractors, consultants, and vendors before submitting a RFR to OEM for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Recipient for the Project, in accordance with the EMPG guidance and application materials, including without limitation the Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at:

EMPG: Oregon Department of Emergency Management : Emergency Management Performance Grant (EMPG) Program : Grants : State of Oregon

C. Financing Availability. Recipient must incur eligible costs under this Agreement on or before the Period of Performance Deadline. Recipient’s right to request disbursements for eligible costs under this Agreement terminates 30 days following the end of the RFR Deadline.

D. Conditions to Disbursements. As to any disbursement, OEM has no obligation to disburse funds unless all following conditions are met:

- (1) OEM (a) has received a completed RFR on an OEM provided form, (b) has received an accounting of how all prior disbursements have been expended, including written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OEM may require, (c) is satisfied that all items listed in the RFR are reasonable, and (d) has determined that the disbursement is only for eligible costs that are in accordance with Exhibit A Project Description and Project Budget.
- (2) The representations and warranties made in this Agreement are true and correct on the date of disbursement as if made on such date.

- (3) OEM has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OEM’s biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OEM is contingent on OEM receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in this Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OEM has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Agreement are met.
- (5) There is no Event of Default by Recipient.

SECTION 4 - USE OF GRANT

- A. Eligible Use. Recipient’s use of the Grant funds is limited to those expenses that are both reasonable and necessary to complete the Project and that are in accordance with Exhibit A Project Description and Budget.
- B. Ineligible Use. Recipient shall not use the Grant funds to retire any debt or to lobby, influence or attempt to influence, any federal, state or local government official.
- C. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, that is not used according to this Agreement and approved by OEM or that remain unexpended after the earlier of the Period of Performance Deadline, the date the Project is completed or the date that this Agreement is terminated, shall be immediately returned to OEM, unless otherwise directed by OEM in writing.

The Recipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Recipient shall cooperate in a reasonable manner with the State of Oregon and the Federal Government in efforts to recover expenditures under this Agreement.

In the event the Recipient obtains recovery from a responsible party, the Recipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Recipient shall pay to OEM the proportionate Federal share, as defined in Exhibit D, of all project funds recovered in excess of costs of litigation.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

- A. Existence and Power. Recipient represents and warrants to OEM that Recipient is a municipality duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Recipient of this Agreement: (a) have been duly authorized by all necessary action of Recipient; (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 its organizational documents; 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Recipient,

enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any document submitted by or on behalf of the Recipient to OEM. The information contained in this Agreement is true and accurate in all respects.
- F. Debarment or Suspension. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify OEM immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crime.
- G. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- H. NIMS Compliance. By accepting funds, Recipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/ODEM/emresources/Plans_Assessments/Pages/NIMS.aspx. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law. Recipient agrees to complete the annual OEM NIMS Assessment.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Period of Performance Deadline. Recipient shall complete the Project by the Period of Performance Deadline unless the total amount of the Grant is not available because one or more of the conditions in Section 3.D. are not satisfied.
- B. Reporting Requirements. Recipient shall submit periodic reports to OEM. The reports shall consist of the following:
 - 1) Performance and Financial Reports.
 - a) Recipient shall submit Programmatic Performance Reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the Fiscal Year 2024.
 - b) Reports are due to OEM on or before the 15th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31). The start date may vary depending on contract terms and will be communicated by OEM.
 - c) Recipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

2) Financial Reports

- a) Recipient shall submit fiscal reports, using a form provided by OEM, on the amount of Grant Funds used towards completion of the Project, as established in Exhibit A of this agreement.
- b) Fiscal reports are due to OEM on or before the 30th day of the month following the end of each calendar quarter (ending on March 31, June 30, September 30, and December 31).
- c) Recipient may request from OEM prior written approval to extend a fiscal report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

3) Close-Out Report.

- a) Recipient shall submit a final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally owned property report (if applicable), and final request for reimbursement (if applicable).
- b) Failure of Recipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

C. Recipient Procurements.

(1) Sub Agreements. Recipient may enter into agreements (hereafter “sub agreements”) for performance of the Project. Recipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including but not limited to the Build America, Buy America Act (BABAA) 2 CFR Part 184, ORS chapters 279A, 279B, 279C), and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement.

- a. Recipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Recipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- b. All sub agreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Recipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- c. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or

submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

- d. Recipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
 - e. In the event that Recipient subcontracts for engineering services, Recipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm’s contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Recipient for the benefit of Recipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Recipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.
- (2) Purchases and Management of Property and Equipment: Records. Recipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- a. All property and equipment purchased under this agreement, whether by Recipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Recipient’s property or equipment inventory system.
 - b. Recipient’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - c. For acquisition projects, Recipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).
 - d. A physical inventory of the property and equipment must be taken, and the results reconciled with the property and equipment records at least once every two years.
 - e. Recipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Recipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - f. Recipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.

- g. If Recipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- h. Recipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- i. Recipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- j. Recipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Recipient if Recipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the EMPG

D. Compliance with Laws. Recipient shall comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

Specifically, Recipient acknowledges and agrees to follow constitutional Equal Protection requirements. Recipient shall consider all eligible beneficiaries (meeting 2 or more economic equity risk factors) as described in Exhibit A and shall not refuse to work with individuals, families, businesses, or communities based on protected class considerations.

E. Notice of Adverse Change. The Recipient shall promptly notify OEM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Agreement.

F. Notice of Event of Default. The Recipient shall give OEM prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

G. Indemnity. To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless the State of Oregon, OEM, and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, agents or contractors, that is related to this Project. Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon or OEM of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the

laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OEM by its attorneys.

Recipient’s sub agreement(s) shall require the other party to such sub agreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s sub agreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Recipient’s sub agreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient’s contractor(s) nor any attorney engaged by Recipient’s contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively “State”), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s contractor is prohibited from defending State or that Recipient’s contractor is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient’s contractor if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- H. **Disadvantaged and Emerging Small Business.** ORS 200.090 states public policy is to “aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses.” OEM encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. **Inspections: Information.** The Recipient shall permit OEM, and any party designated by OEM: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OEM may reasonably require.
- J. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (“Secretary”), and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or

any of their authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.

- K. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Recipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. **Continued Tax Compliance.** Recipient shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. OEM does not provide tax advice and OEM is not responsible for any tax consequences or compliance requirements associated with the Grant award to Recipient, including but not limited to 1099 Requirements and tax reporting requirements. Recipient is advised to consult with their own tax advisor or legal counsel.
- M. **Tax Notice to Beneficiaries.** Recipients that provide direct funding to beneficiaries shall provide notice to beneficiaries to the effect that OEM has not provided any tax advice to the beneficiaries of Program funds and OEM is not responsible for tax consequences, if any, to beneficiaries in connection with receipt of Program funding. Beneficiaries are advised to consult with their own tax advisor or legal counsel regarding tax consequences, if any, of accepting funds.
- N. **Federal Audit Requirements.** The Grant is federal financial assistance, and the Catalog of Federal Assistance Listing (formerly CFDA) number and title is “97.042 Emergency Management Performance Grants.” Recipient is a sub-recipient.
 - (1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OEM a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OEM the annual audit of any Recipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant or the Project.
- B. The Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OEM. OEM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OEM. If, as a result of an Event of Default, OEM demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OEM’s demand. OEM may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OEM reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OEM defaults on any obligation in this Agreement, Recipient’s remedy will be limited to a claim for reimbursement or disbursement of funds authorized under this Agreement. In no event will OEM be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.

SECTION 9 - TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, OEM may terminate this Agreement with notice to Recipient under any of the following circumstances:

- A. Termination by OEM.
 - (1) The Oregon Department of Administrative Services notifies OEM of an anticipated shortfall in applicable revenues or OEM fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OEM, in its reasonable discretion, to continue making payments under this Agreement;
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding;
 - (3) Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal;
 - (4) The Project would not produce results commensurate with the further expenditure of funds;

- (5) Recipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM; or
 - (6) OEM determines there is a material misrepresentation, error or inaccuracy in Recipient's application.
- B. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
- (1) The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - (2) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- D. Termination by Mutual Consent. The Agreement may be terminated by mutual written consent of the parties.
- E. Effect of Termination. In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Recipient will return all Federal funds paid to Recipient for the Project which have not been expended or irrevocably committed to eligible activities.
- F. Settlement Upon Termination. Immediately upon termination under Sections 9.A.(1), (4) or (5), no Grant Funds shall be disbursed by OEM, and Recipient shall return to OEM Grant Funds previously disbursed to Recipient by OEM in accordance with Section 4.C and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Recipient shall return funds to OEM in accordance with Section 6.c, except that Recipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Recipient of any other term of this Agreement that may survive termination, including without limitation Sections 10.D and G.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OEM to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the Recipient’s email system that the notice has been received by the Recipient’s email system or 2) the Recipient’s confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OEM: Preparedness Section Manager
 Oregon Department of Emergency Management
 3930 Fairview Industrial Drive SE
 Salem OR 97302

If to Recipient Emergency Manager
 Deschutes County
 63333 McKenzie-Bend Hwy
 Bend, OR, 97703

- D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of OEM, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OEM.
- G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.
- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

- I. No Third-Party Beneficiaries. OEM and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. Survival. All provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- L. Public Records. OEM’s obligations under this Agreement are subject to the Oregon Public Records Laws.
- M. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 6.C.
- N. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- O. Independent Contractor. Recipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Recipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- P. Insurance: Workers’ Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

Signature page follows.

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



STATE OF OREGON
acting by and through its
Oregon Department of Emergency Management

DESCHUTES COUNTY

By: _____
Alaina Mayfield
Preparedness Section Manager

By: 
Printed _____
Name: Kent van der Kamp
Printed _____
Title: Sheriff

Date: _____

Date: 1-22-2025

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Deschutes County:

Anthony DeBone, Chair, County Commissioner

Patti Adair, Vice Chair, County Commissioner

Phil Chang, County Commissioner

EXHIBIT A - PROJECT DESCRIPTION AND PROJECT BUDGET

Recipient’s Project Summary:

The FY2024 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2024 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient’s jurisdiction. The funds from this agreement are meant to supplement Subrecipient’s day-to-day operational costs for Emergency Management, as outlined in Subrecipient’s approved Work Plan. The Work Plan may be updated upon approval by OEM.

Funding	OEM Funds	Other / Matching Funds
EMPG Federal Grant Funds	\$91,786.00	
HB 3059 State Grant Funds	\$12,230.00	
Match Funds (Provided by Subrecipient)		\$79,556.00
Totals	\$104,016.00	\$79,556.00

Line Item Activity	OEM Funds	Other / Matching Funds
Personnel	\$103,123.50	\$78,663.50
Travel	\$0.00	\$0.00
Training	\$0.00	\$0.00
Supplies	\$0.00	\$0.00
Rent	\$892.50	\$892.50
Utilities	\$0.00	\$0.00
Phone	\$0.00	\$0.00
Other	\$0.00	\$0.00
Contractual	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Total	\$104,016.00	\$79,556.00

EXHIBIT B – RESERVED

EXHIBIT C – FEDERAL REQUIREMENTS AND CERTIFICATIONS

Article 1

Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2

[Reserved]

Article 3

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4

Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C.

§§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or

linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 9

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11

Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2

C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13

Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17.

Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.

Article 15

E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16

Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21

Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt

to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

Article 27

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32

[Reserved]

Article 33

[Reserved]

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment, and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36

Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37

Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38

Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 39

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA’s EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the

requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44

[Reserved]

Article 45

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

[Reserved]

Article 47

Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

EXHIBIT D – RESERVED

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): Deschutes County
 - (ii) Subrecipient’s Unique Entity Identifier (SAM): SVJRCF7JN519
 - (iii) Federal Award Identification Number (FAIN): EMS-2024-EP-05006
 - (iv) Federal Award Date: October 1, 2023
 - (v) Sub-award Period of Performance Start and End Date July 1, 2024 to June 30, 2025
 - (vi) Sub-award budget period start and end dates: July 1, 2024 to June 30, 2025
 - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$91,786.00
 - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$91,786.00
 - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$91,786.00
 - (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.). (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)
 - (b) Name of pass-through entity: Oregon Department of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Erin McMahon, Director
 - (xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 97.042, Emergency Management Performance Grant
Amount: \$4,793,987.00
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: N/A
- * For the purposes of this Exhibit C, “Subrecipient” refers to Recipient and “pass-through entity” refers to OEM.


EXHIBIT F - CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed  _____

Title SHERIFF _____

Date 1/22/25 _____



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 29, 2025

SUBJECT: Amendment to an agreement allocating ARPA funds to the City of Sisters to expand the inventory of affordable housing

RECOMMENDED MOTION:

Move approval of Document No. 2025-128, amending a 2023 agreement allocating ARPA funds to the City of Sisters to revise language in Exhibit A.

BACKGROUND AND POLICY IMPLICATIONS:

In January 2023, the Board of Commissioners allocated \$500,000 to the City of Sisters for the development of a 40-unit multi-family rental housing project in Sisters. The City, along with its development partner, Northwest Housing Alternatives (NHA), has recently identified the need to revise Exhibit A as outlined below. This revision will allow NHA to maximize funding opportunities and still accomplish the City's goal of increasing the supply of affordable housing in Sisters.

Within the original agreement, bullet 5 of Exhibit A on page 8 currently reads:

Units will be targeted at households making 65% of the Area Median Income (AMI) or less. Affordable apartments at this income level allow NHA to access federal and state funding sources. With some grants/tax credits, there may be the ability to "income average," which could allow some units to be up to 80% of the AMI, but the project must be balanced with lower AMI units to average 65% AMI or below.

The City proposes replacing that language with the following:

The affordable units will be leased or rented to an individual or families whose annual household income is at or below 80% of Area Median Income ("AMI") adjusted for family size as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development ("HUD") for an Affordable Rental Rate.

The Department of Treasury ARPA guidelines allow for affordable rental housing units to limit maximum income up to 120% AMI.

The original agreement is attached for reference.

BUDGET IMPACTS:

None—the County allocated ARPA funds for this project in 2023.

ATTENDANCE:

Jordan Wheeler, City Manager, City of Sisters
Laura Skundrick, Management Analyst

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2025-128
AMENDING DESCHUTES COUNTY GRANT AGREEMENT NO. 2023-116**

THAT CERTAIN AGREEMENT, Deschutes County Grant Agreement No. 2023-116 dated February 23, 2023, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and City of Sisters ("Grantee"), 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.

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-mentioned contract is amended as follows:

The fifth bullet point outlined in Exhibit A: Program/Uses is amended to replace the strikethrough language with the following bolded and underlined language:

~~Units will be targeted at households making 65% of the Area Median Income (AMI) or less. Affordable apartments at this income level allow NHA to access federal and state funding sources. With some grants/tax credits, there may be the ability to "income average," which could allow some units to be up to 80% of the AMI, but the project must be balanced with lower AMI units to average 65% AMI or below.~~

The affordable units will be leased or rented to an individual or families whose annual household income is at or below 80% of Area Median Income ("AMI") adjusted for family size as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development ("HUD") for an Affordable Rental Rate.

GRANTEE: CITY OF SISTERS

Authorized Signature

Dated this _____ of _____, 20__.

COUNTY:

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS

ANTHONY DeBONE, CHAIR

PATTI ADAIR, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER



REVIEWED
[Signature]
LEGAL COUNSEL

**GRANT AGREEMENT
BETWEEN DESCHUTES COUNTY and
CITY OF SISTERS**

No. 2023-116

Program Name: Deschutes County
Grantee: City of Sisters
Project: Affordable Housing
Address: 520 E. Cascade Avenue
PO Box 39
Sisters, OR 97759
Phone Number: 541-549-6022
Contact Person: Joe O'Neill, Interim City Manager
Amount of Award: \$500,000
Duration: 11/01/2021 to 12/31/2026

1. Background

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) became law. Funding objectives associated with ARPA include: (a) support public health response, (b) replace public sector revenue loss, (c) investments in water and sewer infrastructure, (d) address negative economic impact to workers, families, small businesses, impacted industries and the public sector, (e) investments in broadband infrastructure, (f) address systemic public health and economic challenges that contribute to unequal impacts due to the pandemic, and (g) premium pay for essential workers bearing the greatest health risks due to service in critical infrastructure sectors.

In total, counties throughout the United States have been allocated \$65 Billion in ARPA funding. Deschutes County has been allocated and is the recipient of \$38 Million in ARPA funding.

The Grantee (subrecipient) identified in this Grant Agreement is obligated to comply with the expenditure rules included in this Grant Agreement and ARPA, in addition to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200. This includes cost accounting and audit principles as well as record-keeping procedures to prevent and safeguard against the unauthorized use of ARPA funds.

Where otherwise appropriate, ARPA funds may cover costs incurred beginning March 3, 2021, onward, and must be obligated before December 31, 2024, and project performance completed by December 31, 2026.

2. Grant Agreement Purpose

The purpose of this Grant Agreement is to: Expand inventory of affordable housing units in Sisters per approval of the Board of County Commissioners on January 11, 2023. See Exhibit A for details.

3. Grant Disbursement

The maximum not-to-exceed amount payable to Grantee under this Grant Agreement, which includes any allowable expenses, is \$500,000. County will not disburse funds to Grantee in excess of the not-to-exceed amount and will not disburse funds until this Grant Agreement has been signed by all parties. Funds for the identified scope of work / project must be obligated by December 31, 2024, and project completed by December 31, 2026.

4. Subrecipient Determination

In accordance with 2 C.F.R., 200.332, the Grantee is deemed subrecipient and obligated to comply with federal requirements for pass-through entities.

5. Reporting Requirements

As applicable, Grantee shall submit reports requested by County and in accordance with the U.S. Department of the Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds available at the following link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

6. Effective Date and Termination Date.


The effective date of this Grant Agreement ("Agreement") shall be deemed 11/01/2021. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County confirms Grantee's completed performance on or before December 31, 2026. Grant Agreement termination shall not extinguish or prejudice County's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties.

7. Exhibits. This Grant Agreement contains the following Exhibits.

- Exhibit A – PROGRAM / USES
- Exhibit B – FUNDING
- Exhibit C – INSURANCE REQUIREMENTS
- Exhibit D – WORKER'S COMPENSATION EXEMPTION CERTIFICATION
- Exhibit E – CONFIDENTIALITY AGREEMENT
- Exhibit F – FEDERAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Parties hereto have caused this Grant Agreement and attached Exhibits to be executed, either as individuals, or by their officers, thereunto duly authorized.

CITY OF SISTERS


Signature: 

Email: joneille@ci.sisters.or.us

Title: Interim City Manager

Date: 2/22/2023

DESCHUTES COUNTY

Signature: 

Email: Nick.Lelack@deschutes.org

Title: County Administrator

Date: 2/23/2023

STANDARD TERMS AND CONDITIONS

1. Governing Law, Consent to Jurisdiction. This Grant 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.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Grantee that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

2. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Grantee and this Grant Agreement. This Section shall survive expiration or termination of this Grant Agreement.

3. Independent Parties; Conflict of Interest.

- A. Grantee is not an officer, employee, or agent of Deschutes County as those terms are used in ORS 30.265 or otherwise.
- B. If Grantee is currently performing work for Deschutes County or the federal government, Grantee by signature to this Grant Agreement, represents and warrants that Grantee's participation in this Grant 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 Grantee currently performs work would prohibit Grantee's participation under this Grant Agreement. Grantee certifies that it is not currently employed by the federal government.

4. Grant Funds; Payments. Grantee is not entitled to compensation under this Grant Agreement by any other agency or department of the federal government. Grantee understands and agrees that County's participation in this Grant Agreement is contingent on County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to participate in this Grant Agreement.

5. Recovery of Overpayments. Any funds disbursed to Grantee under this Grant Agreement that are expended in violation or contravention of one (1) or more of the provisions of this Grant Agreement or applicable federal regulation ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant Agreement ("Unexpended Funds") must be returned to County. Only funds resulting in performance of the project by December 31, 2026, are eligible under ARPA; all other disbursed funds must be returned to the County. Any Unexpended Funds must be returned to County by **January 15, 2027**. Grantee shall return all Misexpended Funds to County promptly after County's written demand and no later than fifteen (15) days after County's written demand. Grantee shall return all Unexpended Funds to County within fourteen (14) days after the earlier of termination or expiration of this Grant Agreement.

6. Indemnity. GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY DESCHUTES COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS GRANT AGREEMENT. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS GRANT AGREEMENT.

7. Default; Remedies. In the event of breach of this Grant Agreement the Parties shall have the following remedies:

- A. Termination under this Grant Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - 1) Grantee may not incur obligations or liabilities after Grantee receives written notice of termination

- 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Grant Agreement or for any damages of any sort arising solely from the termination of this Grant Agreement in accordance with its terms.
- B. If terminated under this Grant Agreement by the County due to a breach by the Grantee, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Grant Agreement, return of all or a portion of this Grant Agreement amount, payment of interest earned on this Grant Agreement amount, and declaration of ineligibility for the receipt of future grant/contract awards.
- C. If amounts previously paid to Grantee exceed the amount due to Grantee under this Grant Agreement, Grantee shall repay any excess to County upon demand.
- D. Neither County nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, government declared public health emergency, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Grantee, respectively; however, Grantee shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Grant Agreement. For any delay in performance as a result of the events described in this subparagraph, Grantee may be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Grant Agreement, but only upon County approval.
- E. The passage of this Grant Agreement expiration date shall not extinguish or prejudice the County's or Grantee's right to enforce this Grant Agreement with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Grantee and County will be resolved, when possible, at appropriate management levels, followed by consultation between governing or operating bodies, if necessary.
- 8. **Termination.** All or part of this Grant Agreement may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon sixty (60) days' notice in writing to the other Party. The County may also terminate all or part of this Agreement as specified below:
 - A. This Grant Agreement shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal or other sources is not obtained or is not continued at levels sufficient to allow for the underlying grant award. The County will give notice whenever possible.
 - B. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that the subject matter of the underlying grant award is no longer lawful or deemed an allowable use under this Grant Agreement or ARPA.
 - C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, insurance, or certificate required by law or regulation to be held by the Grantee to provide a service under this Grant Agreement.
 - D. With thirty (30) days' written notice, if Grantee fails to proceed as appropriate with the deemed allowable use(s) described in this Grant Agreement (or subsequent modifications to this Grant Agreement) within the time specified herein, or any extensions thereof.
 - E. Upon written notice, if the Grantee fails to proceed with deemed allowable uses on or about the date specified in this Grant Agreement (or subsequent modifications to this Grant Agreement).
 - F. Upon written or oral notice, if County has evidence that the Grantee has endangered or is endangering the health and safety of clients, residents, staff, or the public.
 - G. Failure of the Grantee to comply with the provisions of this Grant Agreement and all applicable Federal, State and local laws and rules which may be cause for termination of this Grant Agreement. The circumstances under which this Grant Agreement may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:

- 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
- 2) Misuse of funds.
- 3) Intentional falsification of records.

- H. In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Grant Agreement shall be sent to the Grantee found to be in violation. Prior to termination, the Grantee shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Grant Agreement may be terminated or other remedial actions may be initiated.
- I. Minor violations usually involve less than substantial compliance with the general or special conditions of this Grant Agreement. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Grant Agreement may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
- J. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- K. Grantee shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination and later termination as set out above, without prior written approval from County.

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

- A. If this Grant Agreement terminated because funding from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Grantee for deemed allowable uses undertaken prior to the termination date if such use was performed in accordance with the Grant Agreement. Provided however, County shall not be obligated to allow grant funds to be payable to Grantee for any obligations or liabilities incurred by Grantee after Grantee receives written notice of termination.
- B. If this Grant Agreement is terminated due to Grantee's failure to perform services in accordance with this Grant Agreement, County obligations shall be limited to payment for uses/expenditures incurred in accordance with this Grant Agreement prior to the date of notice of termination, less any damages suffered by the County.
- C. If this Grant Agreement is terminated by the Grantee due to a breach by the County, then the County shall pay the Grantee for use/expenditures incurred prior to the termination date if such work was performed in accordance with the Grant Agreement.

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

- A. Upon termination of this Grant Agreement, Grantee shall, as applicable, deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Grant Agreement been completed.
- B. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to continue the deemed allowable uses.

11. Insurance. Grantee shall maintain insurance as set forth in Exhibit D, attached hereto.

12. Records Maintenance, Access. Grantee shall maintain all financial records relating to this Grant Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant Agreement, in such a manner as to clearly document Grantee's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Grant

Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that County 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. Grantee shall retain and keep accessible all Records for the longest of:

- A. Six years following final payment and termination of this Grant 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 Grant Agreement.

13. Information Privacy/Security/Access.

- A. If this Grant Agreement requires or allows Grantee and, when allowed, its subcontractor(s), to have access to or use of any County computer system or other County Information Asset for which County imposes security requirements, and Grantee or its subcontractor(s) access to such County Information Assets or Network and Information Systems, Grantee 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, including 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.
- B. If this Grant Agreement requires or allows Grantee, and when allowed, its subcontractor(s), to have access to or use any information systems hosted by a third party in order to support the deemed allowable uses identified in this Grant Agreement, Grantee and any authorized subcontractor(s) access to such systems, Grantee shall comply and require all subcontractor(s) to which such access has been granted to comply with the provisions of OAR 943-014-0300 through OAR 943-014-0320 applicable to the client information in the third party system, including as such rules may be revised from time to time. Grantee will be responsible for its compliance and the compliance of its subcontractor(s) with any terms applicable to the system, which may be addressed in a separate agreement.

14. Assignment of Agreement, Successors in Interest.

- A. Grantee shall not assign or transfer its interest in this Grant Agreement without prior written consent of County. Any such assignment or transfer, if approved in the sole discretion of County, is subject to such conditions and provisions required by County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County apart from those set forth in this Grant Agreement.
- B. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns

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

16. No Third Party Beneficiaries.

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

17. Severability. The parties agree that if any term or provision of this Grant 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 Grant Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Grant Agreement.

18. **Notice.** Except as otherwise expressly provided in this Grant Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, or mailing the same, postage prepaid to Grantee or County at the address or number set forth in this Grant Agreement, or to such other addresses as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five (5) days after the date of e-mailing. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

<u>To Grantee:</u>	<u>To County:</u>
Joe O'Neill	Attn: ARPA Coordinator
Interim City Manager, City of Sisters	Deschutes County Finance Department
520 E. Cascade Avenue, PO Box 39	1300 NW Wall Street
Sisters, OR 97759	Bend, Oregon 97703
Phone: 541-549-6022	Phone: 541-388-6538
Email: joneill@ci.sisters.or.us	Email: laura.skundrick@deschutes.org

This Section shall survive expiration or termination of this Grant Agreement.

19. **Headings.** The headings and captions to sections of this Grant Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Grant Agreement.
20. **Amendments; Waiver; Consent.** County may amend this Grant Agreement to the extent provided herein, the solicitation document, if any from which this Grant Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Grant Agreement shall bind either party unless it is in writing and signed by both parties. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Grant Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Grant Agreement.
21. **Merger Clause.** This Grant Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Grant Agreement.

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT A: PROGRAM / USES

Expanding Affordable Housing in Deschutes County

The City’s overarching request is continued partnership working together – including with the state and federal governments – to support those wanting resources and permanent housing in Sisters Country.

- The city has prioritized supporting affordable housing in Sisters. A City Council goal for fiscal year 2022/23 is to identify land and development partner(s) for a future multi-family affordable housing rental project.
- Several funding sources have been identified to support the project, including \$500,000 of American Rescue Plan Act (ARPA) funds reserved by Deschutes County for a multi-family, affordable rental housing project in Sisters.
- A site and development partner have been identified. In August of 2022, the City issued a Request for Proposals (RFP) for use of the funds for affordable housing. The city received one proposal – from NW Housing Alternatives (NHA).
- NHA proposes a 40-unit apartment building including one-, two-and three-bedroom units with one manager’s unit and amenities, such as a community space and outdoor play area on a portion of a vacant lot at [322 North Trinity Way in Sisters](#) currently owned by the International Church of the Foursquare Gospel (Wellhouse Church). Units will be designed for individuals, couples, families and seniors.
- Units will be targeted at households making 65% of the Area Median Income (AMI) or less. Affordable apartments at this income level allow NHA to access federal and state funding sources. With some grants/tax credits, there may be the ability to “income average,” which could allow some units to be up to 80% of the AMI, but the project must be balanced with lower AMI units to average 65% AMI or below.
- Founded in 1982, NHA is now a leading not-for profit developer of affordable and workforce housing throughout Oregon. Their mission is to create individual opportunity through housing. To that end, NHA develops, builds, and asset manages rental housing designed for Oregonians in diverse populations including families, workforce, seniors, veterans, and individuals experiencing disabilities. Their statewide housing portfolio represents a significant percentage of Oregon’s overall affordable housing infrastructure.
- Per direction from City Council, the City has begun negotiating grant agreements and deed restrictions with NHA. The grant agreement will be subject to approval of the City Council.
- If successful with the grant agreement and disbursement of ARPA funds, NHA will still have to secure larger funding for the project, through state and federal sources. This may take several funding cycles to be successful and will have to negotiate purchase of the property from the current owner.

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT B: FUNDING

1. Funding. County shall provide funding to Grantee as follows:

A. The County will fund Grantee as a subaward of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) in accordance with 2 CFR Part 200 and the U.S. Department of the Treasury guidance for Coronavirus State and Local Fiscal Recovery Funds, CFDA # 21.027: Furthermore, the County will adhere to the U.S. Department of the Treasury guidance, and may require information of the Grantees including but not limited to that found within the CSLFRF Compliance and Reporting Guidance found at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

B. Grantees whose total award is equal to or greater than \$50,000 are subject to subrecipient monitoring pursuant to 2 CFR §§ 200.330 through 200.332 by the County.

C. Grantees who are not subject to subrecipient monitoring pursuant to 2 CFR §§ 200.330 through 200.332 will be awarded funds as a lump sum payment. Grantees not subject to subrecipient monitoring by the County may be required, upon request, to submit quarterly reports to the County in the aggregate, with regards to obligations and expenditures with CSLFRF funds, as well as additional information ensuring the eligible usage of CSLFRF funds.

D. Grantees who are subject to subrecipient monitoring pursuant to 2 CFR §§ 200.330 through 200.332 by the County will complete a fiscal monitoring assessment questionnaire provided by the County. The fiscal monitoring assessment questionnaire is separate from this contract and the answers provided by the Grantee to this questionnaire must be accurate to the best of their ability and be attested to by the appropriate Grantee authority. The County will evaluate the Grantee's risk of noncompliance based on the attested answers to the fiscal monitoring assessment questionnaire. The Grantees evaluated risk level will determine the initial fund award payment type and the County's degree of subrecipient monitoring to ensure CSLFRF use compliance. To ensure compliance, the County will conduct ongoing validations of risk assessment throughout the life of the award for Grantee's subject to subrecipient monitoring. As the pass-through entity of CSLFRF responsible for subrecipient monitoring and the compliance of CSLFRF use, the County has the authority, in general, including but not limited to:

1. Reviewing Grantee financial statements, business, and performance reports.
2. Reviewing Grantee records, invoices, payroll, supporting documentation, and other pertinent financial documents as necessary to ensure compliance.
3. Performing on-site reviews of the Grantees program operations.
4. Requiring Grantee payments as reimbursements rather than advance payments.
5. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance.
6. Requiring additional, more detailed financial reports from the Grantee.
7. Requiring additional project monitoring.
8. Requiring the non-Federal Grantee to obtain technical or management assistance.
9. Establishing additional prior approvals and internal controls for the Grantee
10. Any additional requirements that the County imposes on the Grantee in order for the County to meet its own responsibility to the U.S. Department of the Treasury.

E. Should Grantee demonstrate noncompliance the County can take enforcement action against the Grantee, including and not limited to:

1. Temporarily withholding cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the County.
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- 3. Wholly or partly suspend or terminate the CSLFRF award.
- 4. Recommend suspension or debarment proceedings as authorized under 2 CFR part 180 to be initiated by a Federal awarding agency.
- 5. Withhold further awards for the project or program.
- 6. Take other remedies that may be legally available.

- F. Notwithstanding any other payment provision of this Grant Agreement, should Grantee fail to submit required reports when due, or fail to perform or document the employment of funding for the deemed allowable uses; County may immediately withhold payments under this Grant Agreement or reject part or all of Grantee's request for funds.
- G. If the federal government disallows or requests repayment for any funds paid under this Grant Agreement due to Grantee's acts or omissions, Grantee shall make payment to County of the amount the federal government disallows or requests repayment.

2. The Maximum Funding Award.

- A. The maximum funding award under this Grant Agreement is **\$500,000**.
- B. Grantee shall not submit request for funds / invoices for, and County shall not pay for any sum in excess of the maximum funding award amount set forth above.
 - 1) County may have need to amend maximum funding award through amendment of this Grant Agreement. If this maximum funding award amount is decreased or increased by amendment of this Grant Agreement, the amendment shall be fully effective before Grantee undertakes operations or proceeds with deemed allowable uses subject to the amendment.
 - 2) Notwithstanding any other funding provision of this Grant Agreement, should Grantee fail to submit required reports, itemized receipts or documentation as outlined in this Grant Agreement or as required by the federal government as a condition of ARPA funding, or fail to perform or document the performance of awarded project / uses; County shall immediately withhold funding under this Grant Agreement or reject part or the Grantee's entire request for funding.
 - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide funding for uses / operations rendered without the necessary license or insurance will cease as of the date of expiration or suspension of license and/or insurance.

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT C: INSURANCE REQUIREMENTS

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to proceeding under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee 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 the County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, 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), (Exemption Certificate Exhibit D). As applicable, Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee 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.

2. COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the County. This insurance shall 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 shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. PROFESSIONAL LIABILITY:

Required Not required

PROFESSIONAL LIABILITY. Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Grant Agreement, with limits not less than the \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE:

Required Not required

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

5. ADDITIONAL INSURED:

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

6. WAIVER OF SUBROGATION:

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

7. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least twenty-four (24) months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of twenty-four (24) months following the later of (i) Grantee's completion of the uses / project funding by this Grant Agreement, or, (ii) County or Grantee termination of this Grant Agreement, or, iii) the expiration of all warranty periods (if applicable) provided under this Grant Agreement.

8. CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to County Certificate(s) of Insurance for all required insurance before County will fund this Grant Agreement. The Certificate(s) shall list Deschutes County, 1300 NW Wall Street, Bend, OR 97703 as a Certificate holder. The Certificate(s) shall 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 of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement.

9. NOTICE OF CHANGE OR CANCELLATION:

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


10. INSURANCE REQUIREMENT REVIEW:

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

11. COUNTY ACCEPTANCE:

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

DESCHUTES COUNTY RISK MANAGEMENT

Signature: 

Email: Sarah.Key@deschutes.org

Title: Loss Prevention Coordinator

Date: 2/23/2023

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT D: WORKER'S COMPENSATION EXEMPTION CERTIFICATION

(To be used only if Grantee claims to be exempt from Workers' Compensation coverage requirements)


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

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

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

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

CITY OF SISTERS

Signature: 

Email: jonelle.ci.sisters.or.us

Title: Interim City Manager

Date: 2/22/2023

DESCHUTES COUNTY / ARPA GRANT
EXHIBIT E: CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of 11/01/2021 by and between City of Sisters ("Grantee") and Deschutes County, a political subdivision of the State of Oregon ("Covered Entity").

WHEREAS, in connection with the performance of the Services, Grantee may receive from the County or otherwise have access to certain information that is required to be kept confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, as a part of the American Recovery and Reinvestment Act, the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") was signed into law, imposing certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as parties in privity;

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in this Confidentiality Agreement between Grantee and County for Grantee's provision of deemed allowable uses, intending to be legally bound, agree as follows.

2. DEFINITIONS

- A. *Disclosure* means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Grantee's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. *Electronic Protected Health Information* or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. *Health Care Component* means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- D. *Protected Health Information* or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Grantee from or on behalf of County, or is created by Grantee, or is made accessible to Grantee by County.
- E. *Secretary* means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- F. *Services* means the CBO Services provided by Grantee and identified in the Grant Agreement to which this Exhibit E is attached.

G. *Use* (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Grantee's organization.

3. **AGREEMENT.** Grantee shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party and/or external client/patient and associated health care provider(s) without County's prior written consent.
- C. not use or disclose PHI except as required by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Confidentiality Agreement.
- F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Confidentiality Agreement.
- G. promptly report to County any use or disclosure of PHI not permitted by this Confidentiality Agreement of which Grantee becomes aware.
- H. make its internal practices, books, and records (including the pertinent provisions of this Confidentiality Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County's compliance with HIPAA.
- I. return to County, or destroy, any PHI of County still in Grantee's possession upon conclusion or termination of the underlying Grant Agreement.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Grantee agree to the same restrictions, conditions, and requirements that apply to the Grantee with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- L. make any amendment(s) to PHI in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.
- M. to the extent the Grantee is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).
- N. If Grantee (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect Grantee's books and records relating to the use and disclosure of PHI, Grantee, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of Grantee's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
 - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to County any security incident relating to the EPHI that Grantee maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Grantee agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Grantee will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Grantee discovers such HIPAA Breach, unless Grantee is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Grantee will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Grantee. No later than seven (7) business days following a HIPAA Breach, Grantee shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) Grantee, Grantee will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Grantee has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Grantee may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Grantee will have a continuing duty to inform County of new information learned by Grantee regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Grantee agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Grantee believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Grantee shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, "Information Disclosure Claims") arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Grantee will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Grantee shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

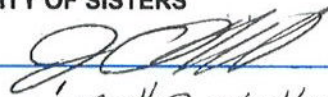
- A. A breach under this Confidentiality Agreement shall be deemed to be a material default in Grantee's associated Grant agreement with Deschutes County.
- B. Grantee authorizes termination of the associated Grant Agreement by County if County determines Grantee has violated a material term of this Confidentiality Agreement.
- C. Upon conclusion or termination of the uses / project, Grantee shall promptly return or destroy all PHI that Grantee maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Confidentiality Agreement shall continue in effect for so long as Grantee retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- D. To the extent there are any inconsistencies between this Confidentiality Agreement and the terms of any other agreement, either written or oral, between County and Grantee, the terms of this Confidentiality Agreement shall prevail.
- E. Contact Information in the event of HIPAA Data Breach or Termination.

- 1) Except as otherwise expressly provided in this Confidentiality Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- 3) Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:


To Covered Entity:	To Grantee:
Attn: ARPA Coordinator	Joe O'Neill
Deschutes County Finance Dept.	Interim City Manager, City of Sisters
1300 NW Wall Street	520 E. Cascade Ave., PO Box 39
Bend, Oregon 97703	Sisters, OR 97759
Phone: 541-388-6538	Phone: 541-549-6022
Email: dan.emerson@deschutes.org	Email: joneill@ci.sisters.or.us

IN WITNESS WHEREOF, the Parties hereto have caused this Confidentiality Agreement to be executed, either as individuals, or by their officers, thereunto duly authorized.

CITY OF SISTERS

Signature: 
 Email: joneill@ci.sisters.or.us
 Title: Interim City Manager
 Date: 2/22/2023

DESCHUTES COUNTY

Signature: 
 Email: Nick.Lelack@deschutes.org
 Title: County Administrator
 Date: 2/23/2023

DESCHUTES COUNTY / ARPA GRANT
EXHIBIT F: FEDERAL TERMS AND CONDITIONS

1. BACKGROUND AND GOALS

On March 11, 2021, in response to the ongoing public health COVID-19 pandemic, Congress approved the American Rescue Plan Act (ARPA) which provides State and local governments with financial resources to address the COVID-19 public health emergency and its economic impacts.

ARPA identifies "eligible uses" for ARPA funds. Included are: (a) support public health response, (b) replace public sector revenue loss, (c) investments in water and sewer infrastructure, (d) address negative economic impact to workers, families, small businesses, impacted industries and the public sector, (e) investments in broadband infrastructure, (f) address systemic public health and economic challenges that contribute to unequal impacts due to the pandemic, and (g) premium pay for essential workers bearing the greatest health risks due to service in critical infrastructure sectors.

Federal Funding Information for Subrecipients As Required
 By 2 CFR 200.331(a)¹

1. Federal Award Identification	
(i) Subrecipient Name:	
(ii) Subrecipient DUNS #:	
(iii) Federal Award Identification Number (FAIN):	SLFRP1796
(iv) Federal Award Date:	March 3, 2021 through December 31, 2026
(v) Subaward Period of Performance (Start & End Date):	December 1, 2021 to December 31, 2024
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	\$500,000
a.1)	
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$500,000
c) Total Amount of Federal Award committed to Subrecipient by PTE:	\$500,000
(vii) Federal Award Project Description:	Coronavirus State and Local Fiscal Recovery Funds - (CSLFRF)
(viii) Identify the following:	
a) Federal awarding agency	US Department of Treasury
b) Pass-Through Entity	Deschutes County
c) Contact info for awarding official:	laura.skundrick@deschutes.org
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	21.027
b) Program Name:	American Rescue Plan
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
3. Additional Requirements or Comments (if any)	

Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark N/A.

¹Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(5). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).

2. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

The project uses are described in Exhibit A: Direct and indirect administrative costs are allowed pursuant to the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, referenced here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. Any programs charging administrative costs must be able to establish a direct connection between the administrative cost and COVID-19 related expenses. Any direct administrative costs charged to this ARPA Grant must not be covered by a program's indirect cost rate.

ARPA funds may be used for response(s) to COVID-19 and associated economic impacts that were incurred from March 3, 2021, onward, and must be obligated by no later than December 31, 2024.

Grantee must return to County upon closeout any grant funds that remain unexpended or committed for payment on December 31, 2026. These unexpended funds must be returned no later than **January 15, 2027**.

3. Guidelines and Answers to FAQs

Grantee will expend grant funding in accordance with criteria and guidance established and updated by US Treasury. The links below may be useful:

- <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>
- <https://www.whitehouse.gov/american-rescue-plan/>
- <https://home.treasury.gov/news/featured-stories/fact-sheet-the-american-rescue-plan-will-deliver-immediate-economic-relief-to-families>
- <https://www.opm.gov/policy-data-oversight/pay-leave/arpa/>
- <https://www.congress.gov/bill/117th-congress/house-bill/1319>
- <https://www.irs.gov/newsroom/tax-credits-for-paid-leave-under-the-american-rescue-plan-act-of-2021-for-leave-after-march-31-2021>
- <https://www.federalregister.gov/documents/2021/05/26/2021-11155/notice-of-funds-availability-american-rescue-plan-act-of-2021-section-1005-loan-payment-arpa>

4. REPORTING REQUIREMENTS

Grantee must submit quarterly financial reports to County.

5. DISBURSEMENT PROVISIONS

County will endeavor to disburse the Grant Funds promptly after receipt of signed Grant Agreement.

6. FEDERAL FUNDS

County's funding to Grantee under this Grant Agreement will be paid in whole or in part by funds received from the United States Federal Government. Grantee, by signing this Grant Agreement, certifies neither it nor its employees, contractors, subcontractors or subrecipients who will undertake the funded uses / project are currently employed by an agency or department of the federal government.

7. FEDERAL PROVISIONS

The use of all federal funds paid under this Grant Agreement are subject to all applicable federal regulations, including but not necessarily limited to the provisions identified below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant Agreement by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant Agreement.

Grantee must include and incorporate the provisions identified below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant Agreement.

Grantee must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable:

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant Agreement or any contract or subgrant funded by this Grant Agreement.

“Contractor” and “Subrecipient” and “Non-Federal entity” mean Grantee or Grantee's contractors or subrecipients, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §§200.500 through 200.521

- i. Grantee must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Grant Agreement and applicable state or federal law.
- ii. If Grantee receives federal awards in excess of \$750,000 in a fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to County within thirty (30) days of completion.
- iii. Grantee must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the federal government with respect to the funds expended under this Grant Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the County.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Recipient) the unique entity identifier required for SAM registration.

(E) Davis Bacon Act (40 U.S.C. sec. 3141-3148)

(F) Anti-Kickback Act (40 U.S.C. sec. 3145)

(G) Contract Work Hours and Safety Standards (40 U.S.C. sec. 3701-3708)

(H) Clean Air Act (42 U.S.C. sec. 7401-7671)

(I) Water Pollution Control Act (33 U.S.C. sec. 1251-1387)

(J) Debarment and Suspension (Executive Orders 12549 and 12689)

(K) Byrd Anti-Lobbying Amendment (31 U.S.C. sec. 1352)

(L) Procurement of Recovered Materials (2 C.F.R. sec. 200.323)

(M) Prohibition on Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. sec. 200.216)

(N) Domestic Preferences for Procurements (2 C.F.R. sec. 200.322)

Information Page

Policy no: 100035072
Employer identification no: 93-6002257
NCCI Risk ID no: 361417038

Item 1. The Insured: CITY OF SISTERS

Entity Type: Political Subdivision: City

Mailing address: CITY OF SISTERS, PO BOX 39, SISTERS, OR 97759-0039

Agent: RON CUTTER, BROWN & BROWN OF OREGON LLC, BROWN & BROWN NORTHWEST, PO BOX 29018, PORTLAND, OR 97296-9018

Other workplaces not shown above: 520 E Cascade Ave, Sisters, OR 97759-5039

Item 2. The policy period is from 07/01/2022, 12:01 A.M. to 07/01/2023, 12:01 A.M. at the insured's mailing address.

- Item 3. A. Workers Compensation Insurance: Part One... B. Employers Liability Insurance: Part Two... C. Other States Insurance: Part Three... D. This policy includes these endorsements and schedules: WC360304 Oregon Amendatory Endorsement, WC990616 Confidentiality Endorsement, WC000424 Audit Noncompliance Charge Endorsement, WC360402 Oregon Contracting Classification Premium Adjustment Endorsement, WC360601E Oregon Cancellation Endorsement, WC000414A 90-Day Reporting Requirement-Notification of Change in Ownership Endorsement, WC990401C Premium Payment Rating Plan Endorsement, WC000310 Sole Proprietors, Partners, Officers and Others Coverage Endorsement, WC000421E Catastrophe (other than Certified Acts of Terrorism) Premium Endorsement, WC000422C Terrorism Risk Insurance Program Reauthorization Act Disclosure endorsement, WC000406A Premium Discount Endorsement, WC360404 Oregon Group Supplemental Experience Rating Plan Endorsement, WC360406 Premium Due Date Endorsement

Item 4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. The experience rating modification factor and other rating plan factors, if any, may change on your rating effective date of 7/1/2023. All information required below is subject to verification and change by audit.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 29, 2025

SUBJECT: Special Project Grants - Mid-Year Update

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

During the FY 2025 video lottery allocation discussion, the Board initiated a special project grant to Newberry Regional Partnership in the amount of \$5,000 and to Deschutes Basin Water Collaborative in the amount of \$15,000. The grantees will present the Board with a mid-year status update on their project and priorities.

Special project grants are made available through the Video Lottery Fund, which is supported by state lottery proceeds. These grants were budgeted for FY 2025. The grantee received the first half of the grant payment at the beginning of FY 2025 and the second half of the grant payment will be initiated upon completion of the mid-year status update.

BUDGET IMPACTS:

Grant funds are accounted for in the FY 2025 budget.

ATTENDANCE:

- Jen Patterson, Strategic Initiatives Manager, Deschutes County
- Megan Tuck, Program Coordinator, COIC
- Julia Baumgartner, Community Development Programs Manager, COIC
- Lisa Seales, Programs Manager, Deschutes River Conservancy



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 29, 2025

SUBJECT: Courthouse Expansion Budget Request

RECOMMENDED MOTION:

Move approval of increasing the Courthouse Expansion Project budget by \$2.9 million to a total project budget of \$46.8 million.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Judicial Department appointed two additional Deschutes County Circuit Court Judges in 2022. This created a need to expand the main courthouse to meet the State Law requirements for counties to provide adequate courtrooms for Circuit Courts. The new three-story, 50,933 square foot expansion will include two courtrooms, court security screening, court administration offices, secure parking, and facilities for in-custody transport. Additionally, the existing main courthouse will be remodeled to add a security office, hearing room, and expanded court administration offices.

Pence Contractors was contracted by Deschutes County in May of 2022 to perform Construction Manager/General Contractor services for the Deschutes County Courthouse Expansion project. The initial contract for pre-construction services was \$62,040, which includes but is not limited to: cost estimates, constructability reviews, project management, logistics planning, and development of the Guaranteed Maximum Price (GMP).

In September of 2023, the Board of County Commissioners approved Amendment No. 1 for \$4,513,562 to authorize Early Work construction services prior to establishing the GMP. The scope of Early Work includes but is not limited to: early procurement of equipment, courtroom mock-up, site logistics, site utilities, demolition, and earthwork.

In November of 2023, Pence Contractors publicly advertised the project and went through a competitive subcontractor bidding process to establish the GMP. The total GMP provided by Pence Contractors was \$36,722,789 for preconstruction fees and hard construction costs. The GMP included costs for salvage and demolition of the AJ Tucker building, which is budgeted separately from the Courthouse Expansion budget. In February of 2023 the Board approved the GMP provided by Pence Contractors and raised the total project budget from \$42 million to \$43.9 million to account for the higher than anticipated GMP.

Construction of the courthouse expansion and remodel began in the spring of 2024 and is anticipated to be completed in the summer of 2026. There are several factors that have led to increased costs for the Courthouse Expansion project after approving the GMP, including unforeseen site conditions, construction schedule delays, and design revisions. These factors and their associated costs are summarized here:

Unforeseen Site Conditions	<ul style="list-style-type: none"> Structurally insufficient soil conditions discovered during removal of drywells required underpinning of the existing courthouse building foundations Removal of an underground storage tank near the former location of the AJ Tucker building Greater than anticipated costs for construction and removal of the temporary public courthouse entrance Cost: \$180,000
Construction Schedule Extension	<ul style="list-style-type: none"> The duration of the design and permitting phase was longer than anticipated resulting in a 6.25-month extension to the construction schedule Cost: \$1,520,000
Design Revisions	<ul style="list-style-type: none"> Development of design documents resulting in changes to scope or additional scope Code-required revisions to design documents Cost: \$1,200,000
Total Costs	\$2,900,000

The Facilities Department is requesting a \$2.9 million increase to the Courthouse Expansion project budget from \$43.9 million to \$46.8 million. To date, \$1.2 million of contingency for change orders have been approved that were time-sensitive due to rising commodity prices. With approval of the proposed budget increase the contingency would be replenished to \$1.6 million, or about 5% of the remaining construction costs. The remaining \$1.7 million would address the additional project cost increases.

BUDGET IMPACTS:

In coordination with the Finance Department, the Facilities Department has identified reserves within Campus Improvements Fund 463 to cover these additional costs which result from a combination of factors—interest earnings and reduced scope and cost savings from previously completed projects. Fund 463 was established to provide resources for new capital construction and major remodels.

ATTENDANCE:

- Lee Randall, Facilities Director
- Eric Nielsen, Facilities Capital Improvement Manager
- Wayne Powderly, Cumming Group



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 29, 2025

SUBJECT: 2024 Annual Report for the Prescribed Fire, Smoke and Public Health Community Response Plan

RECOMMENDED MOTION:

Move approval of the 2024 Annual Report for the Prescribed Fire, Smoke and Public Health Community Response Plan.

BACKGROUND AND POLICY IMPLICATIONS:

This report is provided to meet the requirements of OAR 629-048-0180 (3)(f) in order to maintain the exemption from the one-hour air quality threshold in the Oregon Smoke Management Plan granted on December 7, 2019 for the Bend Smoke Sensitive Receptor Area. This report describes actions taken from the period of January 1, 2024 through December 31, 2024 regarding the implementation of the Bend Smoke Sensitive Receptor Area Community Response Plan.

BUDGET IMPACTS:

None

ATTENDANCE:

Kevin Moriarty, County Forester
Sarah Worthington, Community Health Specialist

2024 ANNUAL REPORT FOR:



PRESCRIBED FIRE, SMOKE, AND PUBLIC HEALTH:

A Community Response Plan for the Bend Smoke Sensitive Receptor Area

Introduction

This report is provided to meet the requirements of OAR 629-048-0180 (3)(f) in order to maintain the exemption from the one-hour air quality threshold in the Oregon Smoke Management Plan granted on December 7, 2019 for the Bend Smoke Sensitive Receptor Area. This report describes actions taken from the period of January 1, 2024 through December 31, 2024 regarding the implementation of the Bend Smoke Sensitive Receptor Area (SSRA) Community Response Plan (CRP).

Social license is a critical element of furthering this work—without community buy-in, prescribed fire is exceedingly difficult to implement. Similarly, wildfire readiness and community understanding of how to respond in the event of an emergency are equally important to protecting public health and safety. For these reasons, this report includes examples of outreach related to forest restoration and the Wildfire Crisis Strategy and emergency/wildfire evacuation readiness, in addition to smoke and health-focused communications.

Public health efforts to increase community resilience to smoke can be thought of in two categories: risk communications and education, and mitigation/interventions. Interventions to reduce exposure to wildfire smoke are still relatively new in Central Oregon and include offering daytime respite from smoke and heat as well as increasing overnight shelter capacity during wildfire season. In addition to communications, this report will describe an overview of sheltering efforts and the data being collected to inform these efforts.

Overview of the 2024 Prescribed Fire Year

Firefighters started off 2024 with pile burning operations on the Bend-Fort Rock and Sisters Ranger Districts in January as conditions were favorable.

The Sisters Ranger District took advantage of a brief window of opportunity to start spring understory burning with the first ignition of the season on April 10, two miles west of Sisters directly west of the Tollgate subdivision and north of the Crossroads subdivision.

Wet weather and unfavorable conditions halted additional understory burning until April 23, at which point the Bend-Fort Rock Ranger District began operations in units adjacent to Paulina Lake Road north of La Pine and the Sisters Ranger District continued critical wildland-urban interface prescribed burning around Sisters.

During the last week of April and first week in May, local unit firefighters conducted 849 acres of prescribed burning with support from *Central Oregon Prescribed Fire Training Exchange* participants.

The majority of understory prescribed burning on the Deschutes National Forest occurred in May. Accomplishments included 486 acres of cross-boundary prescribed burning on private land west of Bend to build upon Forest Service fuels treatments in the area, hosting the West Bend EPA Pilot Project (see more below) and conducting 1,864 acres of prescribed burning in the wildland-urban interface west of Bend, holding the first western expansion of the *National Interagency Prescribed Fire Training Center's Agency Administrator's Workshop*, and implementing multiple operations within the wildland-urban interface directly adjacent to the community of Sisters.

While multiple attempts were made in June to complete additional acres of prescribed burning west of Bend, conditions proved unfavorable. Wednesday, May 29, was the final day of successful spring understory prescribed burning ignitions.

Over the course of spring understory prescribed burning, the Deschutes National Forest accomplished 6,582 acres of prescribed burning over the course of 24 operations with some operations occurring simultaneously on the same day.

The 2024 fire season was long in duration with several fires still on the landscape through October. Weather conditions throughout the first half of October registered as anomalous with temperatures well above normal averages and little to no precipitation in the area. Due to a combination of wildfire remaining on the Central Oregon landscape with incident management teams engaged through October, a dramatic shift from dry conditions to precipitation, including higher elevation snow, as well as limited staffing capacity – no understory prescribed burning occurred in the fall.

Firefighters started pile burning at the end of October and continued hand and landing pile ignitions through December.

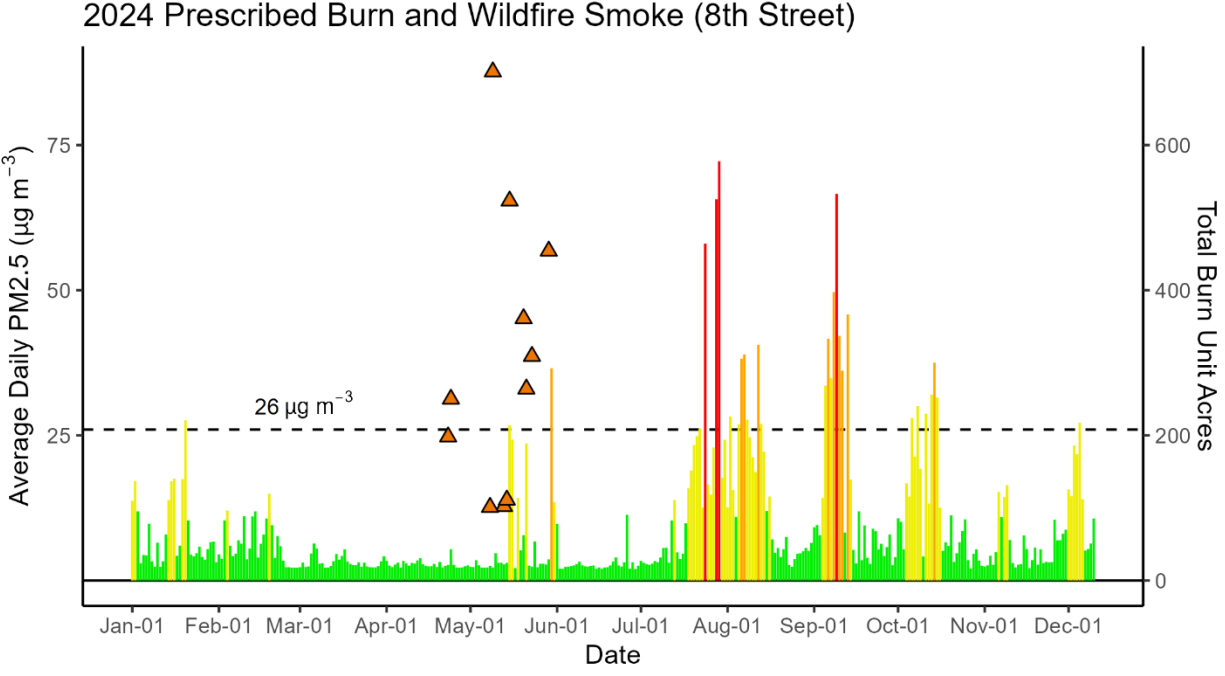
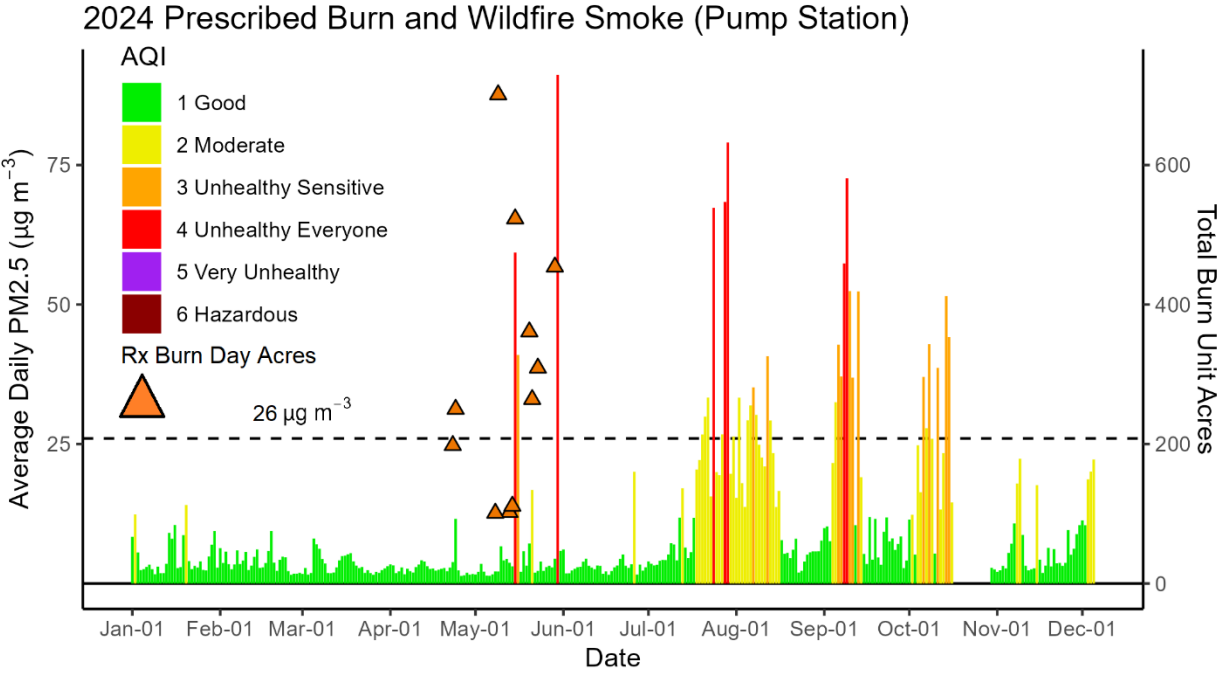


Figure 1: Average daily PM2.5 ($\mu\text{g}/\text{m}^3$, left Y axis) with the right Y axis denoting prescribed burn unit size (acres) corresponding to individual prescribed burns conducted within the airshed around Bend (orange triangles). Two air monitor locations are shown: Bend Pump Station and 8th Street. Note significant increase in acreage burned compared to previous years. Air quality impacts during Spring prescribed burns were observed, but as demonstrated in later figures, these impacts were highly variable throughout the day and across the area. Wildfire smoke impacts were more similar across the area (Aug-Sept-Oct).

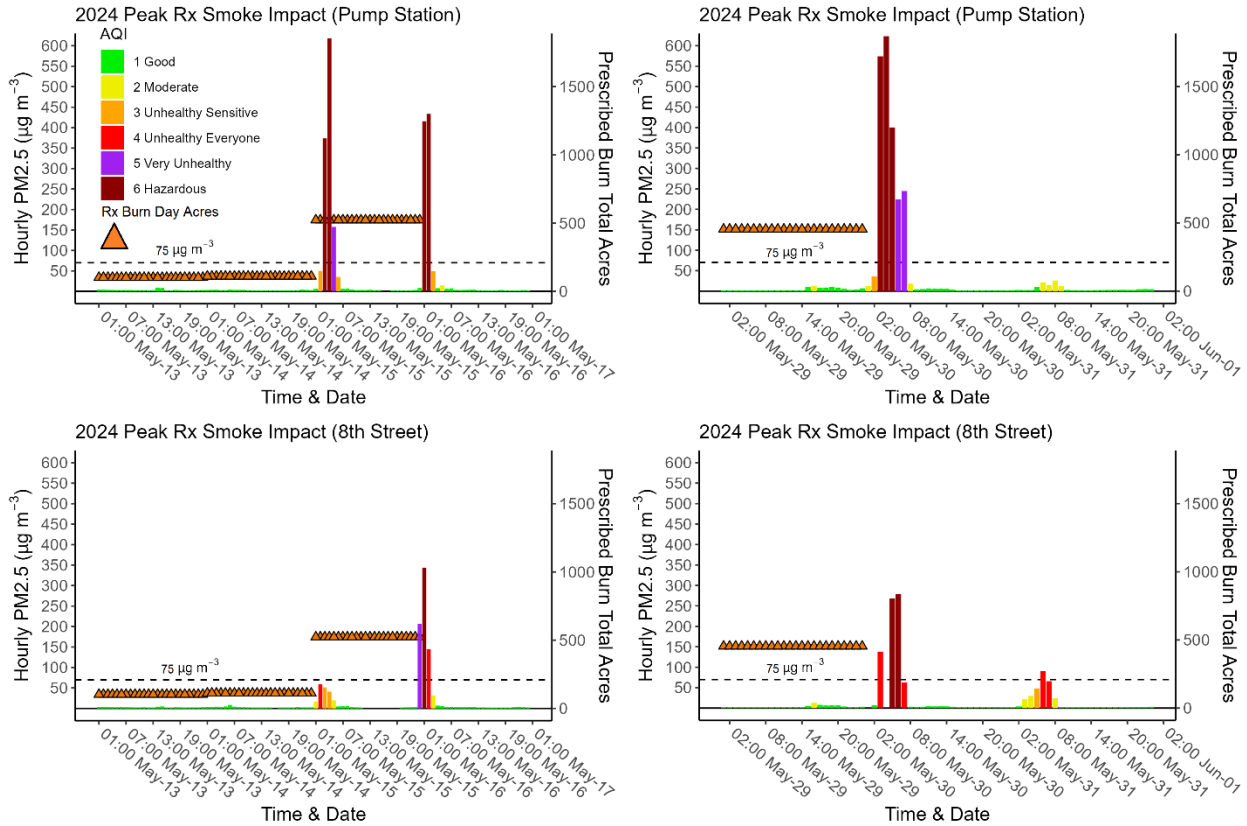


Figure 2: Hourly PM2.5 ($\mu\text{g}/\text{m}^3$, left Y axis) with the right Y axis denoting prescribed burn unit size (acres) corresponding to individual prescribed burns conducted within the airshed around Bend (orange triangles). Note highly localized impacts; for example PM 2.5 on exceeded $600 \mu\text{g}/\text{m}^3$ at Pump Station just after midnight on May 15th and did not exceed $75 \mu\text{g}/\text{m}^3$ for the same time period at 8th street. Air quality impacts also vary greatly from hour to hour, and are highest overnight and into the early morning hours. As described and reported previously, temperature inversions and topography play a dominant role in prescribed fire smoke impacts during Springtime.

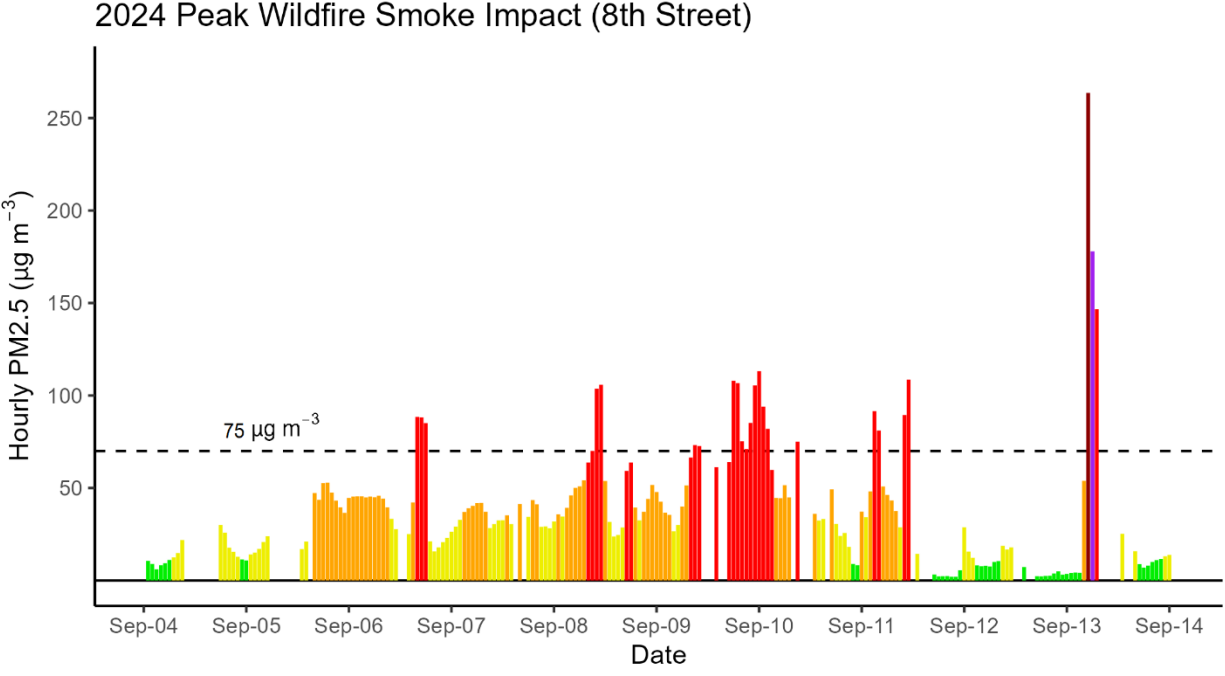
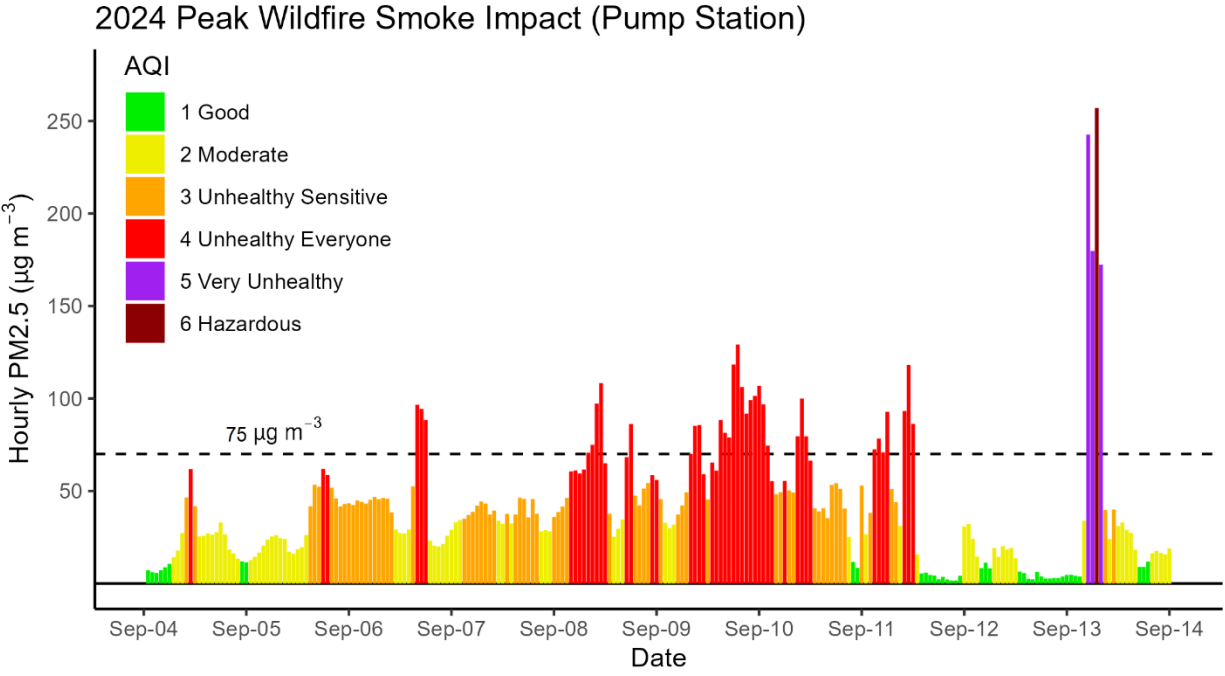


Figure 3 Hourly PM2.5 ($\mu\text{g}/\text{m}^3$) recorded at Pump Station and 8th St. monitors during Peak Wildfire Smoke Impact. Wildfire smoke impacts on these dates coincided with the Bachelor Complex fires, which started after a dry lightning event. Note air quality impacts were sustained over the course of consecutive hours and days, and with less variability between the two monitors shown.

The following sections (A-D) are intended to address OAR 629-048-0180 (3)(f) (A) - (D) which states:
... SSRAs that have received an exemption must demonstrate they are implementing their community response plan through an annual report provided by the local health authority detailing:

- (A) Compliance with requirements in [629-048-0180](2);
- (B) A summary of methods used to communicate to the public and vulnerable populations;
- (C) A log of dates and times the community initiated their response plan;
- (D) A record of local meetings to discuss or update the community response plan.

(A) Compliance with Requirements The approved Bend SSRA CRP continues to be relevant and reflective of the smoke and public health issues in Central Oregon.

West Bend EPA Pilot Project

2024 was unique because of the [West Bend Pilot Project](#), an extensive undertaking with multiple local, state and Federal partners that came about partly in response to a [Memorandum of Understanding](#). This MOU describes an agreement between the United States Department of Agriculture, Department of Interior, Environmental Protection Agency and the Centers for Disease Control and Prevention to work together towards the joint goals of protecting public health from the impacts of smoke and enabling land management practices that reduce the future risk of large, high severity fire events. The project was proposed during EPA Tabletop meetings in Bend in October 2023. This project, and the activities captured in this report were possible because of the foundational ongoing work of this Community Smoke Response Plan.

The West Bend Pilot Project focused on increasing the pace and scale of prescribed burning in the wildland-urban interface west of Bend while minimizing negative public health impacts. There were many parts and players involved. ICS (Incident Command System) provided structure for all the entities and sub-projects that were part of the work for several months preceding the Spring burn window. Workgroups were focused on: Public Health activities Communications, Smoke Forecasting, and Research. The findings from the smoke forecasting and research groups, along with learnings from the inter-agency collaboration, will inform this work (at the local/regional level and beyond, to the national level) in the years to come.

Prescribed burning on the National Forest System lands west of Bend has been limited by many factors during previous years. The lands are extraordinarily popular for recreation by both locals and visitors. Not only does the area receive heavy use, but several neighborhoods are located directly adjacent to the Deschutes National Forest boundary. Beyond weather and fuel conditions, burn windows are impacted by recreation and tourism needs (festivals, races), keystone community events (Mother’s Day, school graduation ceremonies), and public support considerations (smoke fatigue). Smoke management protocols have further limited the amount of prescribed burning that could occur west of Bend due to regulations restricting planned smoke events within Smoke Sensitive Receptor Areas (SSRAs). Over the past decade, the Deschutes National Forest accomplished on average 200 acres a year of prescribed burning in this area. Through the implementation of the West Bend EPA Pilot Project, firefighters conducted ignitions on 1,864 acres of National Forest System lands and cross-boundary private property. This was a remarkable achievement that reflects significant investment of resources (at the local, state, and federal level). The West Bend EPA Pilot Project and the lessons learned are serving as a model for other areas, including central Washington to undertake similar efforts.

The West Bend Pilot Project provided an opportunity to build on our existing partnerships and expand the reach of our communications to vulnerable populations. Although the project will not be repeated in Central Oregon in 2025, many of the communications and outreach activities will be maintained as part of our ongoing effort to create wildfire and smoke resilient communities.

(B) Summary of Communication Methods

Central Oregon Fire Website

The CentralOregonFire.org website is the centerpiece of the communication strategy for information related to wildfires, prescribed fire activity, and air quality impacts from smoke. Each agency can post relevant information they wish to make available to the public (Deschutes National Forest, Bureau of Land Management, Oregon Department of Forestry). The website is used throughout the year to keep the public and vulnerable populations up to date on when and where to expect prescribed fire and associated smoke. The website landing page shows a news feed with the most recent updates on prescribed burning and wildfires. Additional pages have interactive maps that are updated as burns are planned and implemented. Detailed information about smoke and health is posted on the site. Relevant information such as DEQ-issued Wildfire Smoke Advisories are also shared on the home page.

Public Health Themes and Messaging

Deschutes County Public Health developed a handout that captured the theme for the health communications of the Spring Burn season: Prescribed Fire Season is the time to get Smoke Ready. This message was the cornerstone of our public health messaging throughout the West Bend Pilot Project, summarized below.

During Prescribed Fire season, the public is encouraged to take steps to prepare for the known/anticipated smoke impacts that are likely to occur from planned burns. People can be smoke ready by: signing up for alerts, checking trusted sites for up-to-date information, closing windows overnight, and taking other steps as needed to protect their health from smoke (i.e. seeking cleaner air spaces, wearing N95 masks, using an air purifier in the home). Everyone is recommended to limit exposure to smoke to protect their health. Being aware, informed and ready is the best way to limit exposure during Spring prescribed burn season. Being smoke ready during Prescribed Fire season means that people are ready for wildfire smoke impacts that typically occur later in summer, usually for longer durations and without warning.

Summary of Notifications and Media *See attached spreadsheet for more details*

Press Releases	35
Text Alerts	31
Media Stories	60
Events Attended	20

Communication Platform	Number of Subscribers/Followers	Increase from 2023	Percent Increase from 2023
CO Fire Text Alerts	23,973	5,319	22%
CO Fire Info Twitter	22,389	4,130	18%
CO Fire Email Alerts	4,745	2,232	47%

COFIRE Text Alerts

Opt-in text alerts are sent to subscribers for all understory prescribed burns and high-profile pile burning with details including location, planned acres and scheduled ignition time.

Central Oregon Fire Info X (formerly known as Twitter) (@CentralORFire)

The Central Oregon Fire Info X (formerly known as Twitter) account is used to supplement information provided on the Central Oregon Fire Info website. Links to press releases are posted to the X (formerly known as Twitter) account.

In addition, supplemental posts outlining various phases of prescribed burn operations, including test fire, ignition progression and completion of ignitions are added to the account for high-visibility understory burns. The public is notified of daily pile burning updates not captured by a press release via X (formerly known as Twitter) posts.

Information is also amplified on the Deschutes National Forest's X (formerly known as Twitter) (**17,516 Followers**) and Facebook (**34,760 Followers**) accounts.

CentralOregonFire.org Email Subscribers

All blog posts added to the *CentralOregonFire.org* website are emailed out to those who have opted-in to the email subscription. Users can sign-up for this distribution list on the *CentralOregonFire.org* webpage.

Deschutes County Social Media Deschutes County (DC) released a suite of social media posts related to being informed and smoke ready in advance of, and throughout prescribed fire and wildfire seasons. Posts were provided in Spanish when possible. Posts from DNF announcing planned burns, and DEQ smoke advisory posts were shared on DC social media channels: Facebook, X (formerly known as Twitter) and Instagram. DC also posted about safe recreation, evacuation readiness, cleaner air spaces, and mental health needs during periods of sustained wildfire smoke.

Print Products

The Deschutes National Forest and Deschutes County Public Health staff produced several products to compliment community outreach efforts around prescribed burning:

- **West Bend Prescribed Burning Two-Pager (Appendix 1)** – The Deschutes National Forest and Deschutes County Public Health developed a two-page handout to share at events, distribute to targeted community groups and provide via email to residents potentially impacted by smoke from prescribed burning operations west of Bend. One side provided information about planned prescribed burns, why they're needed and how people can stay informed. The other side was the previously described handout providing information about how to be smoke ready and where to find resources.
- **Deschutes National Forest Prescribed Burning Two-Pager** – This was similar to the handout described above. In this case the prescribed burning information described implementation across the Deschutes National Forest, not just those units concentrated in the area west of Bend.
- **Map Overview Handouts** – The Deschutes National Forest developed handouts for each ranger district that included the information shared on the two-pager above as well as general maps showing potential prescribed burn locations for the season.
- **Temporary Interpretive Signage (Appendix 2)** – The Deschutes National Forest developed temporary interpretive kiosks for the area west of Bend that explained the why and importance of prescribed burning. These large signs were posted on fire information boards

at the Cascade Lakes Welcome Station, the junction of Forest Service Road 41 and the Cascade Lakes Highway and at Phil's Trailhead.

- **Central Oregon Fire Info Cards** – Business card-sized handouts including a QR code to the CentralOregonFire.org website and additional information about prescribed burning and air quality resources were distributed during public contacts at prescribed burns, during outreach events and by Forest Service staff and Forest Stewards volunteers when engaging with visitors in the field.

Community Outreach

- **Joint Press Release** – The Deschutes National Forest and Deschutes, Jefferson and Klamath County Public Health Departments issued a [joint press release](#) ahead of the prescribed burning season to inform Central Oregon communities about planned prescribed burn operations slated for the spring on the Deschutes National Forest and to provide resources to help the public prepare for smoke. While both agencies have used press releases in the past to provide information about prescribed fire and smoke, this was the first year that a joint press release was used. This joint approach demonstrates the partnership and coordination between local public health and land managers to our regional communities.
- **Deschutes County Public Health Communications** – Tailored information about prescribed burns and protecting health from smoke were sent to Deschutes County residents as well as target audiences in partnership with agencies that serve priority populations.
 - **General Public:** [Central Oregon Public Health Newsletter](#) (40,000 subscribers); Inside DC Newsletter (47,000 subscribers).
 - **Intellectual/Developmental Disabilities:** DC I/DD staff provided announcements to all Foster Providers and also with case managers. ODHS Case managers were notified and included smoke readiness in contact with consumers.
 - **Older Adults:** [Council on Aging of Central Oregon newsletter](#); 2-page handout provided to all Meals on Wheels clients in tri-county; handout included in DC Public Library packets mailed to assisted living facilities.
 - **Congregate Settings:** letters with handouts sent to child care centers, adult foster home providers.
 - **Spanish Speakers:** Two-Pagers and joint press release were translated into Spanish and disseminated to community partners serving Spanish speakers.
 - **Unhoused:** communications with service providers, offered N95's and coordination of cleaner air spaces
 - **Youth/Parents/Families:** Information included in Family Spotlight Newsletter and shared on social media by Bend La Pine School District.
 - **Outdoor Workers:** OSHA Compliance Office shared with employers in the area.
 - **People with underlying health conditions:** information was shared in multiple meetings with clinical health care provider partners and a Health Alert Network (HAN) announcement was issued, reaching health care providers throughout the region.

Targeted Community Events, Presentations & Outreach – During the months leading up to implementation of prescribed burning, the Deschutes National Forest and Deschutes County Public Health participated in 24 targeted events, presentations and outreach opportunities to increase community awareness about prescribed burning.

Bend-La Pine School District Two-Pager Distribution to Parents	Bend, La Pine
Bend Senior Services Center Lunch Discussion	Bend
Community Resource Huddle	Central Oregon
Deschutes Collaborative Forest Project – Outreach Subcommittee Meeting	Central Oregon
Deschutes Collaborative Forest Project – Prescribed Burn Subcommittee Meeting	Central Oregon
Deschutes County Library Newsletter	Central Oregon
Deschutes County Public Health – Key Stakeholders Meeting	Central Oregon
Deschutes River Woods Community Meeting	Bend
High Desert Museum’s Natural History Pub Series	Bend
La Pine Senior Center Lunch Discussion	La Pine
Meals on Wheels – Two-Pager Dissemination to Clients	Central Oregon
Outfitter & Guide / Recreation Special Use Permittes - Key Stakeholder Meeting	Bend
Post-Burn Prescribed Burn Tour	Bend
Prescribed Burn Stakeholders Tour	Bend
Prescribed Burn Stakeholders Tour	La Pine
Quarterly Call – Visit Bend / Visit Central Oregon	Central Oregon
Sisters Open House	Sisters
Summit West HOA Wildfire Preparedness Fair	Bend
Target Email – Bend neighborhood associations & HOA groups	Bend
Widgi Creek HOA Wildfire Safety Event	Bend
Wildfire Crisis Strategy Trivia Nights	Bend, Sisters
Wildfire Preparedness Fair	Bend
Wildfire Preparedness Fair	La Pine
Wildfire Preparedness Fair	Sisters

- Pre-Season Social Media Campaign** – The Deschutes National Forest ran pre-prescribed burn season social media campaign sharing about upcoming plans, how people can stay informed and the role of prescribed burning in restoring our fire-dependent ecosystem and reducing wildfire risk.
- Media Interviews** – Deschutes National Forest public affairs staff conducted 24 media interviews spanning television, radio and print media to provide information on stories related to prescribed burning. 60 media stories were generated throughout the year on prescribed burning and pile burning. Deschutes County Public Health staff also participated in media interviews to provide recommendations about protecting health from smoke during prescribed burns.
- Forest Stewards** – Discover Your Forest, the non-profit partner of the Deschutes National Forest, developed a new volunteer program in coordination with the Deschutes National Forest to expand public outreach and engagement in the field. The Forest Stewards spend time at popular recreation sites and events sharing information about current restoration work, recreation conditions, trail etiquette and sustainability, and general forest information. This spring the Deschutes National Forest expanded public engagement opportunities during prescribed burning through the use of Forest Stewards at locations where smoke columns were highly visible. During the summer, the Forest Stewards used their presence at Phil’s Trailhead, the Cascade Lakes Welcome Station and other locations west of Bend to speak to the post-prescribed burn landscape.

- **Wildfire Crisis Strategy Trivia Nights** – Discover Your Forest, the non-profit partner of the Deschutes National Forest, & the Deschutes National Forest hosted a series of forest restoration-themed trivia nights at local breweries and restaurants.
- **Burn Day Notification Process** – For each individual prescribed burn, outreach and communication efforts included a press release (sent to local media and several tailored email distribution lists depending on location), text alert, website posting and social media.
- **Public Information Officer Presence** – Provided onsite public information officers (PIOs) for all high-profile prescribed burns that were visible from communities. For prescribed burning west of Bend, PIOs spent time talking to the public at locations including, Pilot Butte, Cascade Lakes Welcome Station, Phil’s Trailhead, Shevlin Park, Sunriver, La Pine and various road / trail closure locations.

Cleaner Air Spaces and Additional Mitigation Strategies

DCPH works with community partners and service providers to ensure access to cleaner air spaces and cooling centers throughout summer hazards season. Cleaner air spaces and cooling shelters are not widely promoted during prescribed burning season because of the conditions; the smoke tends to occur briefly and overnight when the temperatures are cool. However, DCPH staff made sure to communicate with service providers to make sure that they were aware of the prescribed burns in advance, and could share this information with the unhoused clients they serve. Two partners serving unhoused clients requested N95’s in advance of prescribed burning.

A map layer was added to our [Extreme Weather Operations page](#) to show locations for the cleaner air and cooling spaces that are available to the public to improve the ways that people can access that information. DCPH notifies partners when air quality index levels are expected to be unhealthy or worse for 24 hours, recommending activation of additional capacity. Utilization data is gathered from providers throughout the season. As in previous years, sites offering daytime respite from smoke (such as libraries, senior centers, peer self-help centers) did not see an uptick in the number of visitors when it was smoky and/or hot. Overnight shelters did see clients utilizing extra beds when they were offered, but it was not clear whether clients were seeking respite from smoke or heat specifically.

Additional efforts to provide supports for protecting vulnerable community members from smoke are described below.

- **N95 Masks:** These were allocated to multiple partners and offered at outreach events, including Sisters Fire, Discover your Forest, La Pine Senior Center and other partners.
- **Box Fan Filters:** Environmental Health staff provided these to child care centers in conjunction with an indoor air quality project funded by OSU Aspire.
- **OHA Air Filtration Device (AFD) Program:** 35 AFD’s were sent to in-home consumers served by the Aging and People with Disabilities Program in Deschutes County in advance of the prescribed burns.
- **OREM Air Filtration Device Program:** 28 AFD’s were sent to adult foster home providers in Deschutes County.

Additional Surveillance and Research

DCPH staff monitor local ER and urgent care visits throughout the year. During summer wildfire season, an epidemiologist provides an ongoing report that overlays PM 2.5 from area monitors with respiratory

or asthma-related visits that may be attributed to smoke. The numbers are too low to show statistical significance. Staff also track this how this information is being reported at the state level during wildfire smoke advisory briefings for local impacts.

(C) Initiation of Community Response Plan

It is recognized and acknowledged that 629-048-0180 (3)(f)(C) requires an actual log of dates the community initiated their response plan. So, even though the CRP is truly a year-round effort without a start or stop time that can be logged, the attached spreadsheet summarizes when information was shared with the community related to prescribed fire. In addition, note that prescribed fire activity happening throughout the region is included, as the strategy in the CRP is regional in nature even though the SSRA is specific to the City of Bend. Smoke from other areas not directly adjacent to Bend have the potential impact the Bend SSRA, so burning throughout the region is summarized below.

Of note were four intrusions occurring on 5/15, 5/16, 5/20, and 5/29. These intrusions were associated with burns that were granted clearance by special arrangement with DEQ as part of the West Bend EPA Pilot Project.

(D) Record of Local Meetings Regarding Community Response Plan

Because of the West Bend Pilot Project, many of the partners engaged in this CRP attended multiple weekly meetings from January through June. One CRP-focused meeting was held in Fall to wrap up the year.

November 12th: West Bend Project communications/issues/lessons, cleaner air/cooling centers review, metrics for tracking, year-end reporting, CRP update. Attendees representing: Deschutes County Natural Resources, Deschutes County Public Health, Deschutes National Forest, City of Bend, Nature Conservancy.

Appendix 1






What to know about **smoke** during **prescribed fire** season

Prescribed burning can bring smoky air to Central Oregon. The good news is, we know when these burns are happening so we can be prepared. This is the best time to prepare for wildfire season, when the smoke can show up without warning, and stick around for longer.



Why do we care about smoke?

Wildfire smoke affects everyone's health. It is important for all of us to limit our exposure to smoke! Some people may have worse symptoms, including people with health conditions or over age 65.

How to protect your health from smoke during prescribed burns:

- Close your windows! Smoke may be worse overnight
- Locate cleaner air spaces by calling 211
- Be willing to change your plans to avoid smoke
- Talk to your health care team and make a plan if you have health conditions
- The Air Quality Index (AQI) tells us when it is safe to be outdoors. Find the AQI for your area at www.fire.airnow.gov
- Wear an N95 mask for extreme smoke or long periods of time outside
- Keep indoor air as clean as possible



Have questions? Need more info? Learn more at <https://centraloregonfire.org/protect-your-health/> or scan here:



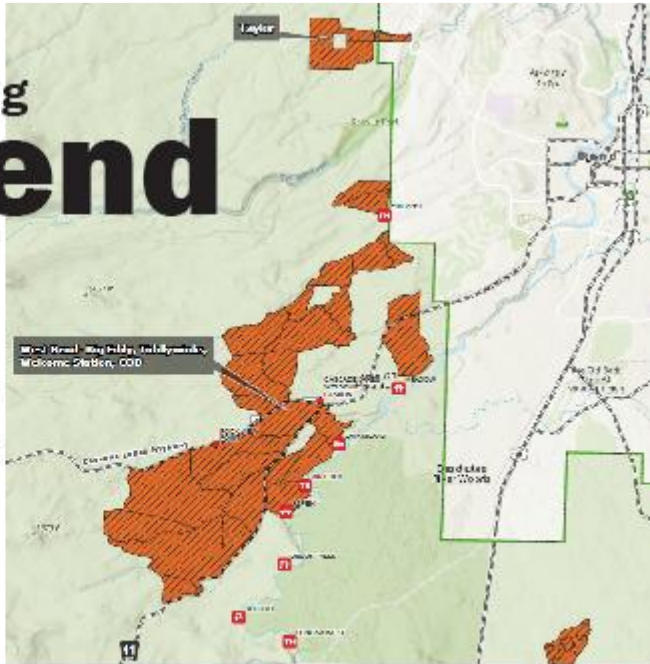
To request this information in an alternate format, please call (458) 292-8347 or email healthservices@deschutes.org.


2024 Prescribed Burning West Bend


This spring, the Deschutes National Forest plans to conduct up to 3,000 acres of prescribed burning in the forest directly west of Bend.

Prescribed burning is a critical tool to reduce the risk for catastrophic wildfire impacting our community. Forest restoration has been ongoing in West Bend since 2014 with these areas receiving thinning, mowing, mastication, and pile burning in preparation for returning low-intensity fire to the landscape.

Fire plays an integral role in Central Oregon's ecosystem. Some of the things we love most about our landscape, like Ponderosa pines, require frequent low-intensity fire to sustain.



 Prescribed burns, which are primarily conducted in the spring and fall, are carefully planned and implemented under specific conditions including temperature, wind, humidity, and vegetation moisture. These prescribed conditions help to ensure that the fire burns with a low-intensity and reduces the likelihood that heavy smoke will blow into nearby communities.


 Firefighters work with Oregon Department of Environmental Quality, Oregon Department of Forestry Smoke Management, the Environmental Protection Agency, Oregon Health Authority and Deschutes County Public Health to conduct prescribed burns when conditions will minimize smoke impacts to communities. However, some smoke is inevitable and part of living in a fire-dependent ecosystem.



Locations

Orange cross-hatched areas on the map above show units where firefighters may conduct prescribed burn operations.

Dates

 Prescribed burns are planned around specific wind, weather, and moisture conditions. As such, ignition days can only be determined up to 72 to 24 hours in advance.

Stay Informed

- Text **COFIRE** to **888-777** to receive text alerts on day of ignitions.
- Visit **CentralOregonFire.org** for planned prescribed burn updates, smoke preparedness resources, and air quality index (AQI) levels.
- Follow **@CentralORFire** on X (formerly Twitter) for prescribed burn updates including day of ignitions updates.



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Appendix 2



Date	Prescribed Fire Activity	Jurisdiction	Unit(s)	Location	Central Oregon Fire Posts	Deschutes National Forest Press Releases	Distribution Lists	Text Alerts	Media	PIO Presence
January										
2-Jan	Bend-Fort Rock Ranger District Continues Pile Burning West of Bend	Deschutes National Forest	N/A	Bend-Fort Rock Ranger District - 7 miles west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders	0	Yes	No
8-Jan	Sisters Ranger District Conducts Pile Burning One Mile Southwest of Sisters	Deschutes National Forest	N/A	Sisters Ranger District - 1 mile southwest of Sisters along FSR 15/1505	1	1	Prescribed Burn Notifications, Media, Sisters Interests	0	Yes	No
17-Jan	Sisters Ranger District Plans Pile Burning One Mile Southwest of Sisters	Deschutes National Forest	N/A	Sisters Ranger District - 1 mile southwest of Sisters along Edgington Road	1	1	Prescribed Burn Notifications, Media, Sisters Interests	0	Yes	No
February										
March										
April										
1-Apr	Deschutes National Forest Plans Spring Prescribed Burning Season	Deschutes National Forest	N/A	Forest-wide	2	1	Prescribed Burning Notifications, Media, Elected Officials, Recreation Stakeholders, Bend Neighborhood Associations, Bend Resident Organizations, West Bend Special Use Permittees, La Pine Interests, Redmond Interests, Sisters Interests, Sunriver Interests, Service Providers	0	Yes	No
5-Apr	El Bosque Nacional de Deschutes planea la temporada de quemas prescritas de primavera	Deschutes National Forest	N/A	Forest-wide	1	0	N/A	0	No	No
9-Apr	Sisters Ranger District Firefighters Plan 104-Acre Prescribed Burn West of Sisters Tomorrow	Deschutes National Forest	SAFR 249/250	Sisters Ranger District - two miles west of Sisters and north of Highway 242 directly west of the Tollgate community and north of the Crossroads community	1	1	Prescribed Burning Notifications, Media, Sisters Interests, Sisters Fuels List	1	Yes	Yes - Near entrance to Crossroads community
15-Apr	Target Email Notification - West Bend Burning	Deschutes National Forest	West Bend Rx	Bend-Fort Rock Ranger District - West Bend	0	0	Prescribed Burning Notifications, Recreation Stakeholders, Bend Neighborhood Associations, Bend Resident Organizations, West Bend Special Use Permittees	0	No	No
22-Apr	Bend-Fort Rock Ranger District Plans Prescribed Burning Adjacent to Paulina Lake Road	Deschutes National Forest	Odin 12	Bend-Fort Rock Ranger District - 6 miles NE of La Pine	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests	1	Yes	No
22-Apr	Sisters Ranger District Firefighters Plan 31 Acre Prescribed Burn for Tuesday	Deschutes National Forest	SAFR 3B	Sisters Ranger District - 3 miles south of Sisters	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Sisters Interests	1	Yes	No
23-Apr	Bend-Fort Rock and Sisters Ranger Districts Continue Prescribed Burning Wednesday	Deschutes National Forest	Odin 15 / Hwy 20 N 87	Bend-Fort Rock Ranger District - 6 miles NE of La Pine / Sisters Ranger District - 4 miles NW of Sisters	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, Sisters Interests	2	Yes	No
26-Apr	Interagency Cohort Hosts Scenario-Based Wildland Fire Training for Cooperator Agencies	Deschutes National Forest	West Maintenance - COWS	Bend-Fort Rock Ranger District - 3 miles west of Sunriver	1	1	Prescribed Burning Notifications, Media	1	No	No
30-Apr	Three and a Half-Acre Live Fire Exercise Planned for Tuesday One Mile West of Bend	Deschutes National Forest	Shevlin 1A - TRES Training Unit	Bend-Fort Rock Ranger District - 1 mile west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Districts, Bend Resident Orgs, West Bend SUP	1	Yes	No
30-Apr	Sisters Ranger District Firefighters Plan 28 Acre Prescribed Burn Wednesday	Deschutes National Forest	SAFR 64	Sisters Ranger District - 3 miles south of Sisters	1	1	Prescribed Burning Notifications, Media, Sisters Interests, Sisters Fuels List	1	Yes	Yes - Along FS Road 16 at burn & Lower Whychus TH
May										
1-May	Bend-Fort Rock Ranger District Conducts 30 Acre Prescribed Burn Near Aspen Day Use Area	Deschutes National Forest	Big Eddy 3 - PFTC AA	Bend-Fort Rock Ranger District - 6 miles SW of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Districts, Bend Resident Orgs, West Bend SUP, Bend, Sunriver & La Pine CWPPs	1	Yes	Yes - Dillon Falls, Aspen Day Use, Jct. of road to Aspen/Big Eddy
3-May	CANCELLED Bend-Fort Rock Ranger District Cancels 30 Acre Prescribed Burn Near Aspen Day Use Area Today Due to Unfavorable Conditions	Deschutes National Forest	Big Eddy 3 - PFTC AA	Bend-Fort Rock Ranger District - 6 miles SW of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Districts, Bend Resident Orgs, West Bend SUP, Bend, Sunriver & La Pine CWPPs	1	Yes	No
6-May	Sisters Ranger District Plans National Training Program Prescribed Burn Tuesday If Conditions Favorable	Deschutes National Forest	SAFR 267 - PFTC AA	Sisters Ranger District - 1 mile south of Crossroads	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Sisters Interests, Sisters CWPP	0	No	No
7-May	Due to Unfavorable Conditions Sisters Ranger District Cancels Prescribed Burn Tuesday	Deschutes National Forest	SAFR 267 - PFTC AA	Sisters Ranger District - 1 mile south of Crossroads	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Sisters Interests, Sisters CWPP	0	Yes	No

7-May	Bend-Fort Rock Ranger District Plans Prescribed Burning Five Miles East of Sunriver Wednesday	Deschutes National Forest	Rocket 7	Bend-Fort Rock Ranger District - 5 miles east of Sunriver	1	1	Prrescribed Burning Notifications, Media, Sunriver Interests, La Pine Interests, Recreation Stakeholders, & Bend, Sunriver, La Pine CWPPs	1	Yes	No
8-May	Prescribed Burn Planned West of Bend Starting Thursday	Deschutes National Forest	Taylor Rx	Bend-Fort Rock Ranger District - Cross-boundary prescribed burn 1/2 mile west of Shevlin Park	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Districts, Bend Resident Orgs, & Bend, Sunriver, La Pine CWPPs	1	Yes	Yes - Shevlin Park, Phils Trailhead, Cascade Lakes Welcome Station, Pilot Butte
8-May	Bend-Fort Rock Ranger District Plans Prescribed Burning One and a Half Miles West of Sunriver Thursday	Deschutes National Forest	West Maintenance 5D	Bend-Fort Rock Ranger District - one and a half miles west of Sunriver	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, & Bend, Sunriver, La Pine CWPPs	1	Yes	Yes - Onsite along FS Road 41
12-May	Prescribed Burning Planned Monday Two and a Half Miles South of Sisters and Five Miles East of Sunriver	Deschutes National Forest	Rocket Unit 5 & SAFR Unit 15	Bend-Fort Rock Ranger District - 10 miles south of Bend & 5 miles east of Sunriver / Sisters Ranger District - 2.5 miles south of Sisters	1	1	Prescribed Burning Notifications, Media, La Pine Interests, Sunriver Interests, & Bend, Sunriver, La Pine CWPPs, Sisters Interests, Sisters Fuels List	2	Yes	Yes - Metolius Basin
13-May	Bend-Fort Rock Ranger District Plans Prescribed Burn Near Cascade Lakes Welcome Station on Tuesday	Deschutes National Forest	Welcome Station 6A & 8	Bend-Fort Rock Ranger District - 1 mile west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs	1	Yes	Yes - Cascade Lakes Welcome Station, Phil's Trailhead, On-Scene, Pilot Butte
13-May	Sisters and Crescent Ranger Districts Plan Prescribed Burning Tuesday	Deschutes National Forest	MET-WUI 17 & 5 Mile Unit 4	Sisters Ranger District - 1/2 mile west of Camp Sherman / Crescent Ranger District - 7 miles south of Crescent	1	1	Prescribed Burning Notifications, Media, Recreation, Sisters Interests, Sisters Fuels List, La Pine Interests, Sunriver Interests	2	Yes	Yes - Metolius Basin
14-May	Prescribed Burning Continues Wednesday West of Bend and in Metolius Basin	Deschutes National Forest	Welcome Station 6/7 & MET-WUI 28	Bend-Fort Rock Ranger District - 1 mile west of Bend / Sisters Ranger District - west of FS Road 14	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs, La Pine Interests, Sunriver Interests, Sisters Interests, Sisters Fuels List	2	Yes	Yes - Metolius Basin, Cascade Lakes Welcome Station, Phil's Trailhead, Pilot Butte, Sunriver
17-May	Prescribed Burning Slated to Continue One Mile West of Bend on Monday	Deschutes National Forest	Tiddlywinks 8/9	Bend-Fort Rock Ranger District - 1 mile west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs	1	Yes	Yes - Cascade Lakes Welcome Station, Tyler's Traverse Trailhead, Pilot Butte
18-May	Firefighters Continue Prescribed Burning in the Metolius Basin on Monday	Deschutes National Forest	MET-WUI 24	Sisters Ranger District - Metolius Basin, east side of FS Road 14	1	1	Prescribed Burning Notifications, Media, Recreation, Sisters Interests, Sisters Fuels List	1	Yes	Yes - Camp Sherman Store in Metolius Basin
20-May	Prescribed Burning Planned for Tuesday Five Miles East of Sunriver and Seven Miles South of Crescent	Deschutes National Forest	Rocket 9,10,11,12 & Five Mile Unit 14	Bend-Fort Rock Ranger District - 10 miles south of Bend & 5 miles east of Sunriver / Crescent Ranger District - 7 miles south of Crescent	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests & Bend, Sunriver, La Pine CWPPs	2	Yes	No
22-May	Prescribed Burning Planned Thursday East of Sunriver and South of Crescent	Deschutes National Forest	Klone 1 & Sting 19/20	Bend-Fort Rock Ranger District - 15 miles south of Bend & 2 miles east of Sunriver / Crescent Ranger District - 9 miles south of Crescent	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests & Bend, Sunriver, La Pine CWPPs	2	Yes	No
27-May	Sisters Ranger District Plans Prescribed Burn Adjacent to East Side of Hwy 20 on Wednesday	Deschutes National Forest	Hwy 20/IFR 62,63,80	Sisters Ranger District - 4 miles NW of Sisters	1	1	Prescribed Burning Notifications, Media, Recreation, Sisters Interests, Sisters Fuels List	1	Yes	No
27-May	Prescribed Burn Planned Wednesday Four Miles SW of Bend Adjacent to Forest Service Road 41	Deschutes National Forest	Big Eddy 2A,2B, 3A, 3B	Bend-Fort Rock Ranger District - 4 miles west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs	1	Yes	Yes - Cascade Lakes Welcome Station, Jct. of Cascade Lakes Hwy & FSR 41, Pilot Butte, Sunriver/La Pine
30-May	Prescribed Burning Slated to Continue Friday Four Miles SW of Bend Adjacent to Forest Service Road 41	Deschutes National Forest	Big Eddy 1	Bend-Fort Rock Ranger District - 4 miles west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs	0	Yes	Cancelled

	31-May	Prescribed Burn Planned Today Four Miles SW of Bend Cancelled	Deschutes National Forest	Big Eddy 1	Bend-Fort Rock Ranger District - 4 miles west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs	2	Yes	Cancelled
June											
	11-Jun	113-Acre Prescribed Burn Four Miles SW of Bend Adjacent to Forest Service Road 41 Planned for Thursday	Deschutes National Forest	Big Eddy 1	Bend-Fort Rock Ranger District - 4 miles west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs	0	Yes	Cancelled
	13-Jun	CANCELLED Due to Unfavorable Conditions today's 113-Acre Prescribed Burn Four Miles SW of Bend Adjacent to Forest Service Road 41 Is Cancelled	Deschutes National Forest	Big Eddy 1	Bend-Fort Rock Ranger District - 4 miles west of Bend	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, La Pine Interests, Sunriver Interests, Bend Neighborhood Districts, Bend Resident Orgs, West Bend Special Uses, & Bend, Sunriver, La Pine CWPPs	1	Yes	Cancelled
July											
August											
September											
October											
	29-Oct	Deschutes National Forest Firefighters Begin Pile Burning Season	Deschutes National Forest	General	Bend-Fort Rock, Crescent, Sisters Ranger Districts	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Associations, La Pine Interests, Redmond Interests, Sisters Interests, Sunriver Interests, & Bend, Sunriver, La Pine CWPPs	0	Yes	No
November											
	12-Nov	Pile Burning Planned This Week West of Phils Trailhead	Deschutes National Forest	Euro 306, 307 / Baloo 10, 11, 13, 14, 15, 34, 35, 42, 101, 109	Bend-Fort Rock Ranger District - west of Phil's Trailhead & south of Skyliners Road; Wanoga Butte; Bearwallow Butte	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Associations, Bend Resident Orgs & Bend, CWPP	0	Yes	No
	21-Nov	Firefighters Continue Pile Burning West of Phil's Trailhead Thursday	Deschutes National Forest	Euro 45, 46, 52, 53, 55, 56	Bend-Fort Rock Ranger District - west of Phil's Trailhead & south of Skyliners Road	1	1	Prescribed Burning Notifications, Media, Recreation Stakeholders, Bend Neighborhood Associations, Bend Resident Orgs & Bend, CWPP	0	Yes	No
December											
Year End Total											
						37	35		31		