BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 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/3h3oqdD.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.

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* *<u>estimates only</u>*. *Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

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

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Approval of Document No. 2025-944, amending the contract with Oregon Beverage Services for liquor operations at the Fair & Expo Center

2. Consideration of Board Approval of Order No. 2025-048, an Order Authorizing the ORS 311.392 Advance of Taxes, Assessments and Charges to Small Tax Districts

3. Consideration of Purchase Agreement, Document No. 2025-979 and Dedication Deed, Document No. 2025-980 from the Pettit Family Trust for Right of Way for the Tumalo Reservoir Road Improvement Project

4. Release deed restriction encumbering real property currently owned by the Opportunity Foundation

5. Deschutes County Adult Parole and Probation Justice Reinvestment Funding for the 25-27 Biennium

6. Consideration of Board Signature on letters reappointing Renee Alexander, Daniel Ledesma, Bruce Barton, and Phil Henderson for service on the Facility Project Review Committee

7. Approval of the minutes of the October 6 and 8, 2025 BOCC meetings

ACTION ITEMS

8. **9:10 AM** Recognition of Staff and Presentation of the Triple Crown Designation from the Government Finance Officers Association (GFOA) for the fiscal year ended June 30, 2024

9. **9:20 AM** Pacific Source Health Related Social Needs Capacity Building Grant Agreement

10. **9:30 AM** Allocate funds to support homeless initiatives

11. **10:00 AM** Notice of Intent to Award Contract to Taylor NW LLC to construct the Deschutes County East Redmond Managed Camp

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 29, 2025

SUBJECT: Approval of Document No. 2025-944, amending the contract with Oregon Beverage Services for liquor operations at the Fair & Expo Center

RECOMMENDED MOTION:
Move approval of Document No. 2025-944, amendment to the contract with Oregon Beverage Services.

BACKGROUND AND POLICY IMPLICATIONS:
Oregon Beverage Services is designated by the Deschutes County Fair & Expo Center as the exclusive operator of liquor sales with exclusive responsibility and full control and discretion in the operation, direction, management and supervision of such sales.

The initial contract was executed in January 2023 following the RFP process and Notice of Intent to Award the contract to Oregon Beverage Services. The contract's term was stated as effective January 1, 2023 - December 31, 2025, with the possibility of two additional years upon mutual written agreement between both parties from January 1, 2026 - December 31, 2027.

This amendment would extend the expiration date of Contract No. 2023-020 to December 31, 2026, with the possibility of one additional year upon mutual written agreement between both parties from January 1, 2027 - December 31, 2027.

BUDGET IMPACTS:
Estimated $600,000 in revenue.

ATTENDANCE:
Erik Kropp, Fair & Expo Center Interim Director

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

DOCUMENT NO. 2025-944
AMENDING DESCHUTES COUNTY CONTRACT NO. 2023-020

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2023-020 dated January 1, 2023, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Oregon Beverage Services ("Contractor"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

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

The above listed contract is amended as follows:

1. Section 2.2 is deleted and replaced in its entirety as follows:

The expiration date of this Agreement is 12-31-2026, with the possibility of one (1) additional year upon mutual written agreement between both parties from January 1, 2027 - December 31, 2027, unless otherwise amended pursuant to Section 5.5 below.

CONTRACTOR NAME: OREGON BEVERAGE SERVICES

Authorized Signature

Dated this 25 of September 2025.

COUNTY:

Dated this _______ of ___________, 20__

BOARD OF COUNTY COMMISSIONERS

ANTHONY DeBONE, CHAIR

PATTI ADAIR, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

Contract # SA 23-20

DESCHUTES COUNTY FAIR & EXPO STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 12/16/2022 is by and between the Deschutes County Fair & Expo Center ("DCFE") and Oregon Beverage Services

Name:
Oregon Beverage Services, Inc

Contact:
Carroll Unruh

Address:
2713 19th St SE,

City, state, postal:
Salem, OR 97302

Phone:
(503) 362-3391

Email:
carroll@oregonbeverage.com

("Contractor") (collectively, the "Parties"). The Parties, in consideration of the mutual promises, terms and consideration provided herein, agree to the following:

SECTION 1 – PURPOSE AND STANDARDS OF SERVICES

1.1 This Agreement sets forth the responsibilities and clarifies the relationship between DCFE and Contractor.

1.2 This document is a standardized form utilized by DCFE to ensure all agreements comply with state statutes, local county code provisions, and DCFE policies. This document includes and incorporates additional attachments, specified in Section 3 below.

DC - 2023 - 020

SECTION 2 – CONTRACT TERM

2.1 The effective date of this Amendment is: 1-01-2023, or upon signature by both parties, whichever is later.

2.2 The expiration date of this Amendment is 12-31-2025, with the possibility of two (2) additional years upon mutual written agreement between both parties from January 1, 2026 – December 31, 2027, unless otherwise amended pursuant to Section 5.5 below.

2.3 Passage of the contract expiration date shall not extinguish or prejudice DCFE's right to enforce this contract with respect to any default or defect in performance that has not been cured.

SECTION 3 – ADDITIONAL DOCUMENTS AND ATTACHMENTS

3.1 The following documents are incorporated into this Agreement (check all that apply):

_X__ Attachment "A" – Statement of Work/Schedule/Payment Terms

____ Attachment "B" – Contract and Agreement

____ Attachment ___ – Rodeo Stock and Production Services

____ Attachment ___ – Contractor Status Form

____ Attachment ___ - Additional Terms and Conditions, Food Concessions

____ Attachment ___ - Additional Terms and Conditions, Entertainment

____ Attachment ___ - Rules and Regulations of the Fair

____ Attachment ___ - Modifications to General Contract Terms and Conditions (Section 5)

3.2 To be enforceable, any rider or other written requirements shall be attached to this Agreement and specifically annotated in this Section 3. It is understood and agreed that all of the terms and provision as set forth in above-listed attachments are incorporated herein by reference as though fully set forth herein, and breach or other violation by Contractor of said incorporated terms and provision shall constitute a breach of this Agreement.

3.3 In the event there is a conflict between the documents comprising this Agreement, the following order of precedence shall apply: "Modification to General Contract Terms and Conditions" (if applicable); the terms and conditions in the body of this Agreement; "Statement of Work / Schedule / Payment of Terms;" "Additional Terms and Conditions, Food Concessions" (if applicable); "Additional Terms and Conditions, Entertainment" (if applicable); "Entertainment Proposal" (if applicable); "Entertainment Contract Rider / Requirements" (if applicable); any other incorporated document.

SECTION 4 – DCFE CONTRACT ADMINISTRATOR; NOTICES

4.1 Any notice, request, demand, instruction, or any other communication having material effect on this Agreement to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:

To DCFE: Geoff R. Hinds
3800 SW Airport Way
Redmond, OR 97756

To Contractor: Address set forth on Page 1 of this Agreement.

SECTION 5 – GENERAL CONTRACT TERMS AND CONDITIONS

5.1 **MODIFICATIONS.** Unless a "Modification to General Contract Terms and Conditions" attachment is incorporated to this Agreement pursuant to Section 3.1 above, the terms and conditions contained in this Section 5 shall apply.

5.2 **ENTIRE AGREEMENT.** This Agreement (including the attachments annotated in Section 3) is the complete and exclusive statement of the agreement between the Parties and supersedes all prior agreements, oral or written, and all other communication between the Parties relating to the subject matter of this Agreement.

5.3 **HEADINGS.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the agreement nor the extent of any provision thereof.

5.4 **AUTHORSHIP.** This Agreement has been submitted to the scrutiny of all Parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

5.5 **AMENDMENTS.** This Agreement shall only be amended in writing, executed by both Parties.

5.6 **GOVERNING LAW/VENUE/ATTORNEY FEE/WAIVER.** The laws of the State of Oregon shall govern this Agreement without regard to principles of conflicts of law. Any action commenced in connection with this Agreement shall be in the Circuit Court of Deschutes County; provided however, if an action is brought in a federal forum, then it shall be brought and conducted solely within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees for any claim, action, suit or proceeding, including any appeal. All rights and remedies of DCFE shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of DCFE according to law.

5.7 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. The provisions of ORS 279A, 279B, 279C and DCC Chapter 2.37 are incorporated herein to the extent applicable.

5.8 **SEVERABILITY.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of the Agreement.

5.9 **ASSUMPTION OF RESPONSIBILITY.** Contractor expressly assumes full responsibility for all persons connected with Contractor pursuant to this Agreement, including but not limited to, including all its employees, agents, vendors, exhibitors, members, invitees and contractors. Contractor shall ensure all aforementioned persons comply will all provisions of this Agreement and attachments hereto.

"Employees" includes but is not limited to bar managers, bartenders, bar-backs, cocktail servers and other employees who are dedicated to the Liquor Operations. The employees are, and at all times during the term of this Agreement will be, employees of the Contractor. Compensation, including, but not limited to, salary, bonuses, benefits, PTO, insurance and taxes for any employees shall be the responsibility of Contractor.

5.10 **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of DCFE, Deschutes County, or the Deschutes County Fair Board, and, as such, accepts full responsibility for taxes or other obligations associated with any payment for services rendered to Contractor under this Agreement. As an "independent contractor," Contractor will not receive any benefits normally accruing to Deschutes County employees.

5.11 **INDEMNIFICATION.** To the fullest extent authorized by law, Contractor shall defend, indemnify, and hold harmless, Deschutes County, its officers (including the Deschutes County Fair Board), elected officials, employees, agents, and volunteers from any and all claims, damages, losses, and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's, including its employees and agents, actions or failure to act pursuant to this Agreement.

5.12 **INSURANCE REQUIREMENTS.**

5.12.1 Contractor shall purchase and maintain, at Contractor's expense the following insurance:

a. Comprehensive general liability insurance covering personal injury and property damage with at least $3,000,000 limit per occurrence and $5,000,000 in aggregate. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement;

b. Liquor liability insurance with at least $3,000,000 limit per occurrence and $5,000,000 in aggregate. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement; and,

c. Automobile liability insurance with combined single limit coverage of not less than $1,000,000 each claim, incident, or occurrence.

5.12.2 Deschutes County, its officers (including the Deschutes County Fair Board), elected officials, employees, agents, and volunteers must be named as additional insureds with respect to any work or activity commenced by Contractor in connection with this Agreement. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

5.12.3 Contractor shall deliver to DCFE, prior to the commencement of any work or activity commenced in connection with this Agreement, a certificate of insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).

5.12.4 Contractor shall advise DCFE within two (2) business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this Agreement.

5.13 **WORKERS COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. Unless otherwise exempt, Contractor shall provide DCFE with certification of Worker's Compensation Insurance, with the employer's liability in the minimum amount of $1,000,000.

5.14 **NONDISCRIMINATION**. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part by DCFE.

5.15 **TERMINATION**. This Agreement may be terminated under the following conditions: a) by written mutual agreement of both parties, b) upon thirty (30) calendar days' written notice by either party to the other of intent to terminate, c) immediately upon breach of the Agreement by Contractor or d) as outlined in Exhibit A pursuant to specific conditions.

5.16 **SUBCONTRACTING/NONASSIGNMENT**. No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior written approval of DCFE.

5.17 **HAZARDOUS SUBSTANCES**. Contractor and all persons and entities associated with Contractor, including exhibitors, invitees, customers or participants, shall not bring any hazardous substance into or onto any DCFE facilities. "Hazardous Substance" has the meaning provided in ORS 465.200(16). If any governmental entity or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substance that occurs as a result of Contractor and all persons and entities associated with Contractor, it shall be at the expense of the Contractor to prepare and submit the required plan and all related bonds and other financial assurances, and Contractor shall carry out all such cleanup plans at its own expense.

5.18 **SURVIVAL**. The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this contract.

5.19 **STANDARD OF SERVICES.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services.

5.20 **TIME OF ESSENCE**. Time is of the essence for this Agreement.

5.21 **FORCE MAJEURE.** Neither DCFE nor Contractor shall be held responsible for delay or default in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond the Parties' reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governments acts or omissions, changes in laws or regulations, national strike, fire, explosions, generalized lack of availability of raw materials or energy. The Parties shall make all reasonable efforts to remove or eliminate such a cause of delay and shall diligently pursue performance under this Agreement. The Parties agree that this provision shall not excuse a delay or default due to Contractor's financial distress nor the inability of Contractor to make a profit or avoid a financial loss, changes in market prices or conditions, or Contractor's financial inability to perform its obligations hereunder.

5.22 **DCFE PRIORITIES.** Contractor shall comply promptly with any requests by DCFE relating to the emphasis or relative emphasis to be placed on various aspects of the work or activity commenced by Contractor in connection with this Agreement, or to such other matters pertaining to said work or activity.

5.23 **TAX COMPLIANCE.** Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Agreement. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Agreement or during the term of the Agreement is and will be deemed a default for which DCFE may terminate this Agreement contract and seek damages and/or other relief available under the terms of the Agreement or under applicable law.

5.24 **THIRD PARTY BENEFICIARIES.** DCFE and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives any benefit or right to third persons unless such third persons are individually identified by name herein and are expressly described as intended beneficiaries of the terms of this Agreement.

5.25 **COUNTY FAIR STANDARDS.** To the extent this Agreement pertains to the Deschutes County Fair or other similar event held at the Deschutes County Fair and Expo Center, the Contractor is reminded that the County Fair and the Fair and Expo Center are intended to be family-friendly environments, and Contractor shall thereby commence any work or activity in connection with this Agreement in a manner that furthers that family-friendly standard.

5.26 **NON-DISCRIMINATION.** Contractor agrees to not discriminate against any employee or applicant for employment because of age, creed, ancestry, sexual

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LEGAL COUNSEL

orientation, disability, color, sex, marital status, religion, or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

5.27 **COPYRIGHT.** Contractor shall be solely responsible for the payment of any and all royalty fees payable as a result of any performance commenced in connection with this Agreement of any copyrighted music or matters. Contractor shall pay said royalty fees pursuant to the copyright laws of the United States, and will hold harmless and indemnify DCFE from any claims therefrom.

5.28 **GUESTS/PETS.** Contractor shall not be accompanied by guests or pets unless approved as part of this Agreement as specified in Attachment A.

5.29 **AUTHORITY:** Each of the persons signing below on behalf of any party hereby represents and warrant that said person is signing with the full and complete authority to being that party to each and every term of this Agreement, including all attachments.

SIGNATURES

CONTRACTOR:

Carroll Unruh 12/29/2022

Oregon Beverage Service
Carroll Unruh
2713 19th St SE
Salem, OR 97302
(503) 362-3391

DCFE:

Digitally signed by Geoff Hinds
Date: 2022.12.29 16:05:58
-08'00'

Geoff R. Hinds
Director
Deschutes County Fair & Expo
3800 SW Airport Way Redmond,
OR 9776
(541) 548-271

DESCHUTES COUNTY SIGNATURE

Dated this 10th of Jan., 2023.

BOARD OF COUNTY COMMISSIONERS

ANTHONY DeBONE, CHAIR

PATTI ADAIR, VICE-CHAIR

PHIL CHANG, COMMISSIONER

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-20
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. STATEMENT OF WORK AND GENERAL CONDITIONS OF OPERATIONS

Oregon Beverage Services would be designated by the DCFE as DCFE's Alcohol Management Team with DCFE's full backing and support. Oregon Beverage Services would:

- Work directly with the DCFE Senior Management and Staff to develop policies and procedures regarding all aspects of alcohol service at the DCFE on an annual basis.
- Develop a beverage menu that consists of beer, malt beverages, wine, and spirits, of brands to be determined based on potential sponsorship opportunities.
- Develop and designate a senior staff as the site supervisor to oversee all alcohol sales during events and serve as a liaison at DCFE.
- Consult with the DCFE Management to develop pricing for drinks that maintains fair market value and maximizes profit potential for DCFE and Oregon Beverage Services.
- Produce all furnishings, signage, and permits needed for events will alcoholic services held at DCFE.
- Manage installation and maintenance of any temporary sales locations included but not limited to tents, trailers, and other items mutually agreed upon.
- Work directly with DCFE to guarantee a positive fan experience and also ensure that sponsor goals are met.
- Work with DCFE on the development of future programs to increase alcohol sales in a safe and responsible manner.
- Provide scheduling and oversight of labor and be responsible for all hiring of OLCC certified servers, with the understanding that DCFE has the right to request the removal of a staff member for any reason.
- Provide all employees with company branded attire that they would be required to wear at all times while on duty.
- Maintain the bar area to the highest standards and ensure an orderly operation, with particular attention to cleanliness and preserving a sanitary environment.
- Be directly responsible for DCFE's entire alcohol operations within the event center which includes:
    - ➢ Cash handling and deposits.
    - ➢ Provide Liquor Liability Insurance to the levels required by the contract.
    - ➢ Work directly with all suppliers/distributors and the contracted security company.
- Accept all responsibility and risk management of DCFE's alcohol program.

Schedule of Performance or Delivery

- DCFE will be guaranteed 38% of the gross alcohol sales.
- Oregon Beverage Services will retain, not to exceed, 62% of gross sales.
- Oregon Beverage Services would be responsible for the payment of; Labor, Cost of Goods, any costs for equipment used for the business, and a management fee.
- All sales to be verified through reporting methods mutually agreed upon by DCFE and Oregon Beverage Services. It is also understood that the records, reports, and payment methods required by DCFE are acceptable by Oregon Beverage Services. Collection of all fees and revenues from the sales of products will be deposited into accounts of DCFE as mutually agreed between both parties.

A. Engagement of Operator. DCFE hereby engages Contractor to be year-round Alcoholic Beverage Sales Management Services, with responsibility, control and discretion in the operation, direction, management and supervision of Liquor Operations, and Contractor hereby agrees to be so engaged by DCFE, subject to the agreements, terms and conditions contained herein.

B. Liquor Operations. DCFE hereby grants Contractor the right and authority to (a) manage, be responsible for and conduct the sale of liquor at DCFE and (be engage in all activities necessary or incidental thereto (collectively, the "Liquor Operations"). Without limiting the generality of any term herein, Contractor shall perform the Liquor Operations in a good faith and highly professional manner and shall at all times act with the standard of skill, care and expertise that would be customary and reasonably expected from a prudent manager of comparable Liquor Operations, all at a level consistent with the reasonable requirements of any unaffiliated third Person lenders to DCFE and consistent with the Standards. All duties to be performed by Contractor under this Agreement shall be for and on behalf of DCFE, in the name of DCFE. Without limiting Contractor's exclusive right and authority to conduct the Liquor Operations, in providing its services hereunder, Contractor shall without limitation:

(i) Use commercially reasonable efforts to maximize liquor sales;
(ii) Generally promote liquor sales, including, without limitation, developing, updating and implementing advertising, marketing, publicity, public relations, special events and sales which advertising, marketing, publicity, public relations, special events and sales shall be subject to DCFE's prior written consent, which consent shall not be unreasonably withheld or delayed;
(iii) Arrange for the purchase of liquor, beverages, operating supplies, merchandise, furnishings, fixtures and equipment, and all other supplies necessary for the Liquor Operations;
(iv) Obtain and maintain all approvals;
(v) Establish accounting systems and internal controls as approved by DCFE, Deschutes County Finance, and as may be required by Applicable Laws; and
(vi) Engage in such other activities as shall be deemed necessary and agreed to by and between Contractor and DCFE.

C. Inspection of Liquor Operations. DCFE, and their respective representatives may, at all reasonable times, enter in and upon the areas in which the Liquor Operations are being conducted to examine the condition thereof and to observe the Liquor Operations and to inspect the books and records of the Liquor Operations.

D. Restrictions. Notwithstanding anything contained in this Agreement to the contrary, Contractor will obtain DCFE's prior written approval with respect to any variance of such provisions in connection with the Liquor Operations.

E. Contractor to Obtain All Required Approvals. On or before the Effective Date, Contractor shall submit any applications, filings and other submissions required by any national, state, local and other governmental, regulatory and administrative authorities, agencies, boards and officials responsible for or involved in the regulation of liquor sales and/or service in any jurisdiction and, within the State of Oregon, specifically, the Oregon Liquor Control Commission(collectively, "Liquor Authorities") to obtain all approvals, consents, licenses, permits, authorizations, registrations, declarations, concessions, orders, filings, notices, findings of suitability, franchises, entitlements, waivers, exemptions, variances and certificates of occupancy that are necessary to conduct the Liquor Operations during the Term (collectively, the "Approvals"). Contractor shall respond to any requests from the Liquor Authorities and promptly file any additional information required in connection with such filings as soon as practicable after receipt of requests therefor. Contractor shall timely pay all application fees and investigative fees and costs required by the Liquor Authorities. Contractor shall keep DCFE promptly and regularly apprised of the status of any communications (including, without limitation, providing copies to DCFE of same) with, and any inquiries or requests for additional information from, the Liquor Authorities and shall comply promptly with any such inquiry or request. Notwithstanding anything herein to the contrary, in the event DCFE determines, in its reasonable discretion, that Contractor is not complying with its obligations under this Section 1(E), then DCFE may terminate this Agreement if Contractor fails to cure such noncompliance to DCFE's reasonable satisfaction within ten days from DCFE's written notice to Contractor thereof. Separately, on or before the Effective Date, DCFE will also apply to the Liquor Authorities for the Approvals.

DCFE shall reimburse Contractor any fees, charges, or other expenses incurred by the Contractor in connection with obtaining or maintaining any Approvals.

E. Compliance with Applicable Laws. Contractor shall comply with and abide by all Applicable Laws, and the reasonable requirements of insurance companies covering any of the risks against which the Property is insured.

F. Liquor Authorities. DCFE and Contractor agree that notwithstanding any of the provisions herein, if at any time during the Term, the Liquor Authorities require or prohibit any act on the part of DCFE or Contractor, DCFE or Contractor, as applicable, shall comply with such requirement or prohibition as the case may be, and any such compliance shall not be deemed a breach of this Agreement.

G. Transition Cooperation. Upon the termination or expiration of this Agreement, Contractor will take reasonable steps for the orderly transition of management of the Liquor Operations to DCFE or its designee(s) pursuant to a transition plan mutually agreed upon by DCFE and Contractor. With respect to any termination of this Agreement, DCFE and Contractor will negotiate towards a transition plan in good faith and in a manner that is reasonable in light of the circumstances of such termination and which provides for the continuance of Liquor Operations at the Property. The transition plan shall be implemented for period that is reasonable in light of the circumstances of such termination, provided however in no event will any transition period last beyond 180 days without Contractor's consent. At DCFE's election, as part of the transition, Contractor shall be required, to the extent permitted by applicable laws, to assign and transfer Approvals to DCFE or its designee and/or permit the temporary use by DCFE or its designee of the Approvals.

2. COMPENSATION

A. Liquor Revenue and Expenses. Within Seventy Two (72) Hours of the Conclusion of any event or Events held at DCFE, Contractor shall provide to DCFE a complete sales report or reports, AND one hundred percent {100%) of gross sales receipts for any/all sales of "Liquor Revenue" conducted on DCFE property.

Contractor shall invoice DCFE an amount not to exceed sixty-two percent (62%) of gross sales receipts for approved Liquor Operations expense including; Labor, including management, bar service staff, and support staff, Product/Supplies, Management fee. At no time shall the total sum of expenses exceed sixty-two percent

(62%) of gross sales receipts. DCFE shall make payments in a prompt and timely manner, in accordance with Deschutes County payment policies.

B. Reimbursement. DCFE shall reimburse Contractor for any excise or similar tax that may be imposed upon DCFE with respect to the fulfillment of Contractor's duties as outlined in Exhibit A (1) (provided, however, that in no event is the foregoing to be interpreted as a requirement to reimburse DCFE for amounts constituting income tax of DCFE). Any such reimbursements shall be for the amount of the actual cost of the expense, without premium or markup. The Contractor shall submit an invoice to DCFE on a monthly basis setting forth the expenses incurred by the Contractor and reimbursable pursuant to this Section. With respect to such reimbursable expenses, the invoice shall include an itemized account of such expenses, together with reasonable and appropriate documentation and receipts verifying the amounts of the expenses. DCFE will pay the invoices submitted by the Contractor within thirty (30) calendar days of receipt by DCFE.

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 29, 2025

SUBJECT: Consideration of Board Approval of Order No. 2025-048, an Order Authorizing the ORS 311.392 Advance of Taxes, Assessments and Charges to Small Tax Districts

RECOMMENDED MOTION:
Move approval of Order No. 2025-048 authorizing the ORS 311.392 advance of taxes, assessments and charges to small tax districts.

BACKGROUND AND POLICY IMPLICATIONS:
The County Tax Collector bills and collects property taxes on behalf of all taxing jurisdictions in the County. Because some taxing jurisdictions are very small, State statutes allow the County to buy-out certain small district levies by making a one-time payment to them of 97% of their current levies prior to December 1. The County has used this buy-out process each year and proposes to buy out such taxes again for FY 2026. This process allows the County to avoid making extremely small payments to small taxing jurisdictions throughout the year and allows the small districts to receive their likely collections in a single payment at the beginning of the collection process.

BUDGET IMPACTS:
After making the one-time payments to certain districts, the County is generally made whole as taxes are collected throughout the year and deposited in the County's General Fund. The total amount requested for the small district buy-outs for FY 2026 is $555,547.33.

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

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

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Authorizing the ORS 311.392 Advance of Taxes, Assessments and Charges to Small Tax Districts	* * *	ORDER NO. 2025-048

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

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

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

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

Section 1. Pursuant to ORS 311.392, the Deschutes County Treasurer is hereby authorized to advance prior to December 1, 2025, the discounted (97%) taxes, assessments, and other charges of the following tax districts:

DISTRICT ID	DISTRICT NAME	Distribution %	Total Levied
11301	PONDEROSA PINES EAST SRD LOCAL OPTION	0.000010020510	$ 5,999.90
11300	PONDEROSA PINES EAST ROAD DIST	0.000019875795	11,900.87
10000	BEAVER ROAD DISTRICT	0.000030764563	18,420.65
10900	NEWBERRY ESTATES ROAD DIST LOCAL OPTION	0.000035934647	21,516.30
14300	OREGON WATER WONDERLAND SANITARY	0.000038175437	22,858.00
14500	MANUFACTURED DWELLING ASSESSMENT	0.000042820789	25,639.46
11400	RIVER BEND ESTATES ROAD DISTRICT	0.000045619063	27,314.96
10901	NEWBERRY ESTATES ROAD DISTRICT	0.000046903697	28,084.15
10400	FALL RIVER ESTATES ROAD DISTRICT	0.000047177145	28,247.88
12200	TWO RIVERS SPECIAL ROAD DISTRICT	0.000048869954	29,261.47
11900	SPRING RIVER ROAD DISTRICT	0.000051797612	31,014.44
12300	VANDEVERT ACRES ROAD DISTRICT	0.000055754560	33,383.71
10200	CROOKED RIVER RANCH ROAD DIST	0.000057085556	34,180.66
11200	PINEWOOD COUNTRY ESTATES SRD	0.000060042040	35,950.89
10600	HOWELL HILLTOP ACRES ROAD DIST	0.000064413727	38,568.49
10500	FOREST VIEW ROAD DISTRICT	0.000067337343	40,319.04
10300	DRRH SPECIAL RD DISTRICT UNIT #6	0.000072374654	43,335.19
11100	PANORAMIC ACCESS ROAD DISTRICT	0.000074539638	44,631.50
10700	LAZY RIVER ROAD DISTRICT	0.000087015630	52,101.65
	Subtotals	0.000956522360	$ 572,729.21
	Buyout Percentage		0.97
	Total Payments to Small Districts		**$ 555,547.33**

Dated this _______ of ___________, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

____
ANTHONY DEBONE, Chair

____
PATTI ADAIR, Vice-Chair

ATTEST:

____
Recording Secretary

____
PHIL CHANG, Commissioner

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 29, 2025

SUBJECT: Consideration of Purchase Agreement, Document No. 2025-979 and Dedication Deed, Document No. 2025-980 from the Pettit Family Trust for Right of Way for the Tumalo Reservoir Road Improvement Project

RECOMMENDED MOTION:
Move approval of Purchase Agreement (Document No. 2025-979) and Dedication Deed (Document No. 2025-980), with the Pettit Family Trust for Right of Way for the Tumalo Reservoir Road Improvement Project

BACKGROUND AND POLICY IMPLICATIONS:
The Board of County Commissioners authorized the Road Department to negotiate with owners of properties impacted by the Tumalo Reservoir Road Improvement project for the acquisition of right of way by Resolution No. 2025-035. During preliminary design of the project, it was determined that a portion of Tax Lot No. 1611330001601, owned by the Pettit Family Trust, would be impacted by the Project. The Road Department has negotiated with the property owner for right of way acquisition. The property owner has agreed to the following:

Instrument:	Dedication Deed
Area:	±406 sq. ft. (±0.01 acre)
Compensation:	$2,000.00
Other Consideration:	None

BUDGET IMPACTS:
The County will make payment to the property owner in the amount of $2,000.00, which is budgeted in the Department's Fiscal Year 2026 Road Capital Improvement Plan (Fund 465) budget.

ATTENDANCE:
Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED LEGAL COUNSEL After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701	For Recording Stamp Only

PURCHASE AGREEMENT
Tumalo Reservoir Road Improvement Project
Guy Earl Pettit and Judy Lynne Pettit
Trustees of the Pettit Family Trust dated May 28, 2015
File No.: 01

THIS AGREEMENT is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, ("County"); and **Guy Earl Pettit and Judy Lynne Pettit, Trustees of the Pettit Family Trust dated May 28, 2015,** ("Grantor"), on the following terms and conditions:

RECITALS

1. Tumalo Reservoir Road is part of the County road system under the jurisdiction and control of County.

2. County is constructing the Tumalo Reservoir Road Improvement project on Tumalo Reservoir Road. County has identified that the property described in the attached **Exhibit A** and depicted in the attached **Exhibit B** is necessary for the Project.

3. Grantor is the owner of the property described in the attached **Exhibit A** and depicted in the attached **Exhibit B.**

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Grantor shall convey to County the real property described in the attached **Exhibit A** and depicted in the attached **Exhibit B** by dedication deed for the total purchase price of **Two Thousand and No/100 Dollars ($2,000.00)**.

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or three (3) calendar years following the date all required signatures are obtained, whichever is sooner.

GRANTOR OBLIGATIONS

1. Grantor shall provide County with fully signed and executed dedication deed for subject property with this Agreement. Upon receipt of purchase payment, Grantor shall immediately deliver possession of property to County.

2. Grantor makes the following representations:
   a. Grantor has no notice from any government agency of any violation of law relating to the property.
   b. The property has never been used for the storage or disposal of hazardous waste materials.
   c. Grantor is not a "foreign person" as that term is defined in IRS Code Section 1445.

3. If the subject property is subject to any mortgage, deed of trust, land sales contract, or other similar encumbrance, Grantor should review that document to determine whether that document contains any provision under which default may be triggered by the Grantor's signing of this Agreement or any conveyance instrument.

4. Grantor understands that all fences and other improvements that are constructed or reconstructed on real property retained by Grantor pursuant to this Agreement will be the property of Grantor and will be maintained and repaired by the Grantor after completion of the project.

5. Grantor understands that any construction lying outside of the traveled portion and shoulders but within the right of way of the county road which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices.

6. Upon Grantor's execution of dedication deed, Grantor shall remove from the property all personal property, fixtures, and improvements retained by Grantor under the terms of this Agreement. If personal property, fixtures, or improvements are required to be moved, Grantor may be entitled to relocation benefits and assistance which will be provided outside of this Agreement in accordance with the Uniform Relocation Act requirements in conformance with the ODOT Right-of-Way Manual.

7. Grantor understands that this Agreement does not convey any water rights appurtenant to the subject property. If water rights are appurtenant to the subject property, Grantor shall make the necessary arrangements with the applicable irrigation district to transfer water rights to another portion of Grantors property or quit claim water rights back to the appropriate irrigation district prior to Grantor's execution of dedication deed.

8. Grantor acknowledges that performance of County's obligations under this Agreement constitute just and full compensation for the property and any damage to property retained by Grantor.

COUNTY OBLIGATIONS

1. Within thirty (30) calendar days of execution of this Agreement and receipt of fully signed and executed warranty deed, County will deliver payment to Grantor in the amount of **Two Thousand and No/100 Dollars ($2,000.00)**. County will take immediate possession of property upon delivery of payment.

2. County will be responsible for payment of all recording fees or other costs required for recording conveyance instruments.

GENERAL PROVISIONS

1. This Agreement supersedes any prior oral and written Agreements or understandings. This Agreement may be modified only by written amendments.

2. The conditions of this Agreement are binding upon and will inure to the benefit of the successors and legal representatives of Grantor and County and will survive conveyance of the property.

3. Time is of the essence of this Agreement. References to Grantor in this Agreement include all persons who hold title to the property.

(Signature Page to Follow)

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

GRANTOR

DATED this 7th day of October, 2025.

Guy E Pettit

Guy Earl Pettit, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Guy Earl Pettit, Trustee of the Pettit Family Trust dated May 28, 2015, and acknowledged the foregoing instrument.

Dated this 7th day of October, 2025

OFFICIAL STAMP
JILL MARIE WYATT
NOTARY PUBLIC – OREGON
COMMISSION NO. 1028492
MY COMMISSION EXPIRES SEPTEMBER 8, 2026

Jill Marie Wyatt

NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

GRANTOR

DATED this 7th day of October, 2025.

Judy Pettit

Judy Lynne Pettit, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Judy Lynne Pettit, Trustee of the Pettit Family Trust dated May 28, 2015, and acknowledged the foregoing instrument.

Dated this 7th day of October, 2025

OFFICIAL STAMP
JILL MARIE WYATT
NOTARY PUBLIC – OREGON
COMMISSION NO. 1028492
MY COMMISSION EXPIRES SEPTEMBER 8, 2026

Jill Marie Wyatt

NOTARY PUBLIC FOR OREGON
My Commission Expires: ___________

DESCHUTES COUNTY, acting by and through its Board of County Commissioners

DATED this _____ day of ______________________________, 20___.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

____
ANTHONY DEBONE, CHAIR

____
PATTI ADAIR , VICE-CHAIR

ATTEST:

____
PHIL CHANG, COMMISSIONER

____
Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

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

Dated this _____ day of ____________________, 20___.

____
NOTARY PUBLIC FOR OREGON
My Commission Expires: ___________

S&F Land Services

901 NW CARLON AVE, OR 97703
(541) 797-0954 – www.sflands.com

PROJECT NO.: 2023-059-34
DATE: 3/3/2025
INITIALS: BRR

EXHIBIT 'A'

TAX LOT 1611330001601

PARCEL A: RIGHT-OF-WAY DEDICATION

THAT PORTION OF THE LAND DESCRIBED IN THAT CERTAIN STATUTORY WARRANTY DEED RECORDED JUNE 1, 2015, INSTRUMENT NUMBER 2015-20659 DESCHUTES COUNTY OFFICIAL RECORDS, SITUATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (S1/2 SE1/4 SE1/4 SE1/4) OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT FROM WHICH A 3-1/4 INCH ALUMINUM CAP SET PER ORGEON CORNER RESTORATION RECORD NO. 0892, DATED NOVEMBER 14, 1988 BEARS SOUTH 49°50'17" EAST A DISTANCE OF 39.31 FEET; THENCE NORTH 00°05'29" WEST A DISTANCE OF 80.00 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 33 BEARS SOUTH 87°48'43" WEST A DISTANCE OF 2612.55 FEET, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COLLINS MARKET ROAD AS ESTABLISHED ON MARCH 18, 1927 BY DESCHUTES COUNTY COMMISSIONER'S JOURNAL 2, PAGE 163 AND AS SHOWN ON THAT MAP OF COLLINS MARKET ROAD NO. 53 BY ROBERT B. GOULD DATED 1927, SAID POINT ALSO BEING A POINT OF CURVATURE 30.00 FEET RIGHT OF CENTERLINE STATION 107+35.9 PER SAID 1927 MAP OF COLLINS MARKET ROAD.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHTS-OF-WAY OF COLLINS MARKET ROAD AND TUMALO RESERVOIR ROAD, AS SHOWN ON EXHIBIT B.

HEREIN DESCRIPTION CONTAINS 406 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT TO THE LAND.

BEARINGS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS) (2011).

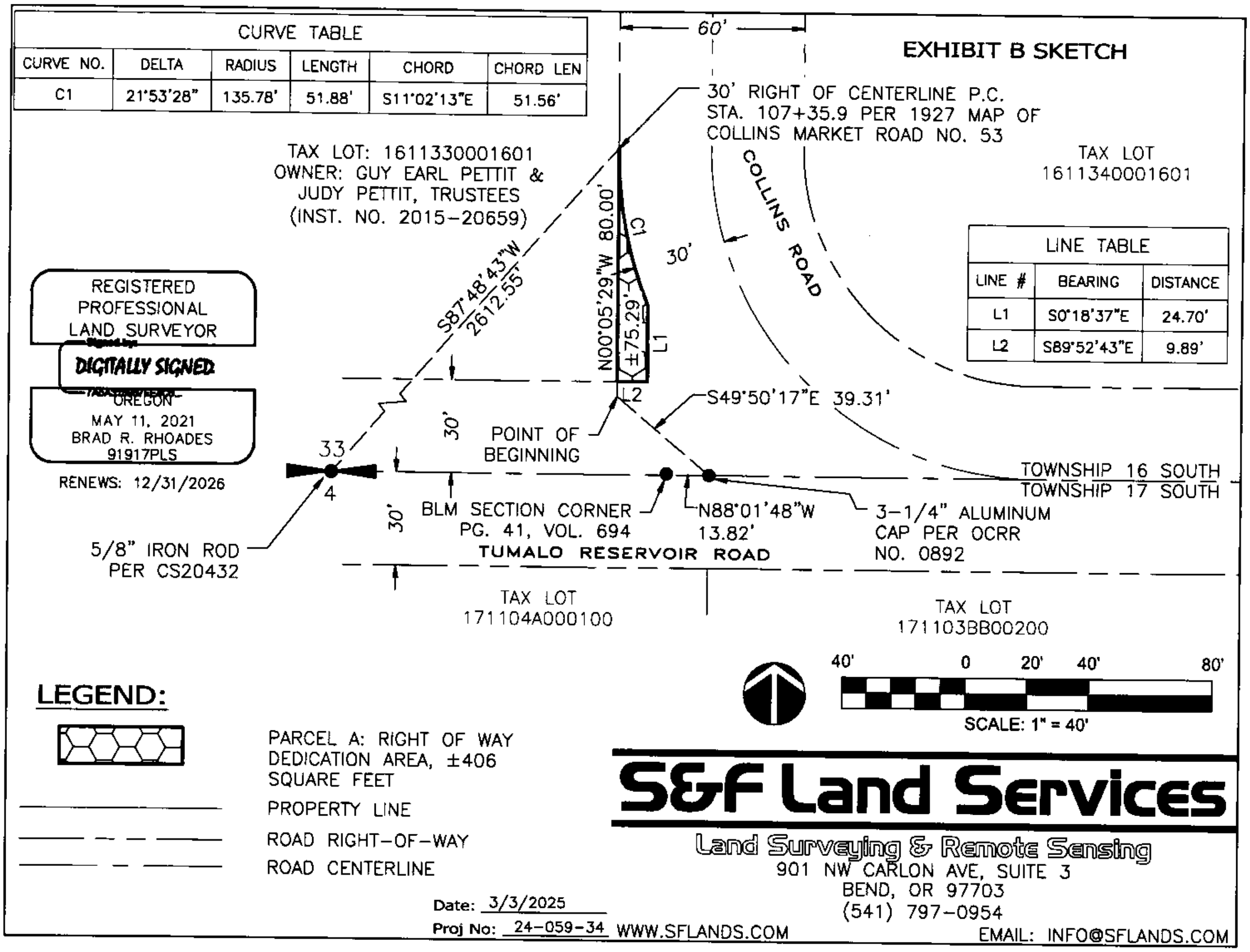
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Signed by:
DIGITALLY SIGNED
7A5A315967FE4C8...

OREGON
MAY 11, 2021
BRAD R. RHOADES
91917PLS

RENEWS: 12/31/2026

EXHIBIT B SKETCH



CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD LEN
C1	21°53'28"	135.78'	51.88'	S11°02'13"E	51.56'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S0°18'37"E	24.70'
L2	S89°52'43"E	9.89'

REVIEWED LEGAL COUNSEL After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701	For Recording Stamp Only

DEED OF DEDICATION

Guy Earl Pettit and Judy Lynne Pettit, Trustees of the Pettit Family Trust dated May 28, 2015, Grantor, does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is Two Thousand and No/100 Dollars ($2,000.00).

DATED this 7th day of October, 2025.

G E Pettit
Guy Earl Pettit
Trustee

Judy Pett
Judy Lynne Pettit
Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Guy Earl Pettit, Trustee of the Pettit Family Trust dated May 28, 2015 and acknowledged the foregoing instrument.

Dated this 7th day of October, 2025

Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

OFFICIAL STAMP
JILL MARIE WYATT
NOTARY PUBLIC – OREGON
COMMISSION NO. 1028492
MY COMMISSION EXPIRES SEPTEMBER 8, 2026

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Judy Lynne Pettit, Trustee of the Pettit Family Trust dated May 28, 2015 and acknowledged the foregoing instrument.

Dated this 7 day of October, 2025.

Jill Marie Wyatt

NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

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NOTARY PUBLIC – OREGON
COMMISSION NO. 1028492
MY COMMISSION EXPIRES SEPTEMBER 8, 2026

ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

DATED this _____ day of ______________________________, 20__.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

____
ANTHONY DEBONE, CHAIR

____
PATTI ADAIR, VICE CHAIR

ATTEST:

____
PHIL CHANG, COMMISSIONER

____
Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

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

Dated this _____ day of ____________________, 20__.

____
NOTARY PUBLIC FOR OREGON
My Commission Expires: ___________

S&F Land Services
901 NW CARLON AVE, OR 97703
(541) 797-0954 – www.sflands.com

PROJECT NO.: 2023-059-34
DATE: 3/3/2025
INITIALS: BRR

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TAX LOT 1611330001601

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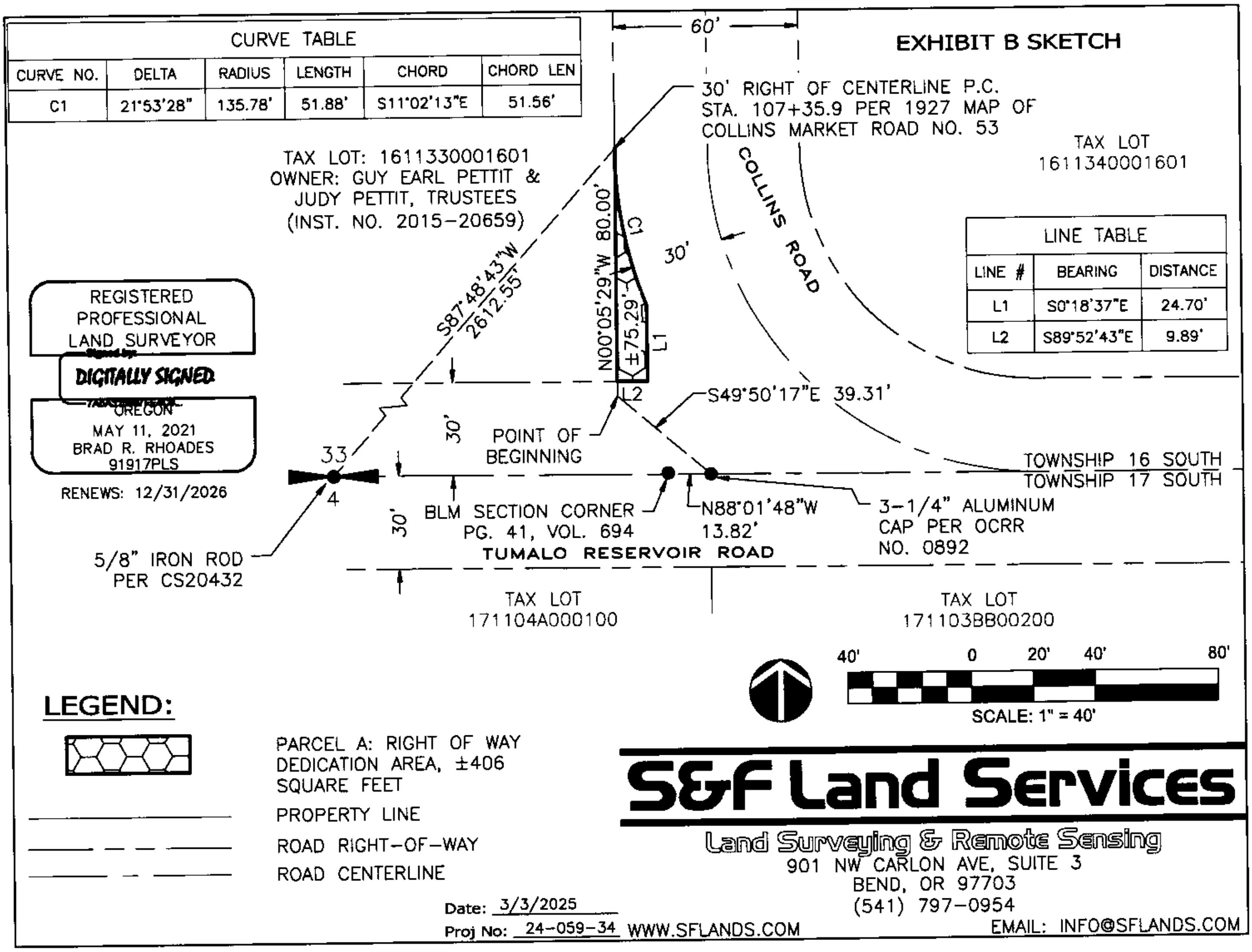
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Signed by:
DIGITALLY SIGNED

OREGON
MAY 11, 2021
BRAD R. RHOADES
91917PLS

RENEWS: 12/31/2026



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LINE TABLE

LINE #	BEARING	DISTANCE
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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 29, 2025

SUBJECT: Release deed restriction encumbering real property currently owned by the Opportunity Foundation

RECOMMENDED MOTION:
Move approval of Board signature of Order No. 2025-051 authorizing the release of a deed restriction encumbering real property owned by the Opportunity Foundation located at 835 E Hwy 126, Redmond and known as Map and Tax Lot 151315BD00300, and authorize the Deschutes County Property Manager to sign the associated documents

BACKGROUND AND POLICY IMPLICATIONS:
In 1966, the County conveyed 26.18-acres located at and adjacent to 835 E. Hwy 126, Redmond, to the Opportunity Foundation for $10. The real property was originally acquired by the County from the Federal government by land patent for zero dollars.

The Opportunity Foundation wishes to sell +/- 3.21-acres of said real property to a private buyer. However, the 1966 conveyance deed included restrictive language that limits the use of said real property to educational and training purposes. To proceed with the private sale, the Opportunity Foundation has formally requested the encumbering deed restriction be released by the County. The County and the Opportunity Foundation have agreed to the County receiving 10% of the sales proceeds.

BUDGET IMPACTS:
County will receive 10% of the sales proceeds, which will be received in the Project Development Fund (Fund 090)

ATTENDANCE:
Erik Kropp – Deputy County Administrator

REVIEWED

____
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County Property Manager, Kristie Bollinger as the Deschutes County representative for the purpose of signing documents associated with releasing a deed restriction encumbering real property located at 835 E Hwy 126, Redmond, Oregon 97756 and known as Map and Tax Lot 151315BD00300	* * * *	ORDER NO. 2025-051

WHEREAS, the Board of County Commissioners of Deschutes County has authorized releasing a deed restriction encumbering real property consisting of +/- 3.21-acres located at 835 E Hwy 126, Redmond, Oregon 97756 and known as Map and Tax Lot 151315BD00300; and

WHEREAS, in 1966, Deschutes County conveyed +/- 26.18-acres located at and adjacent to 835 E Hwy 136, Redmond, to the Opportunity Foundation for $10; and

WHEREAS, the 1966 conveyance deed included a deed restriction limiting the use of said real property to educational and training purposes; and

WHERAS, the Opportunity Foundation wishes to sell +/- 3.21-acres of said real property in a private sale; and

WHEREAS, to proceed with the private sale, the Opportunity Foundation has requested the encumbering deed restriction be released by the County; and

WEHREAS, the County and Opportunity Foundation have agreed to the County receiving 10% of the sales proceeds; now, THEREFORE,

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

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative to sign the necessary documents to release the deed restriction from real property consisting of +/- 3.21-acres located at 835 N Hwy 126, Redmond and known as Map and Tax Lot 151315BD00300.

SIGNATURES ON FOLLOWING PAGE

Dated this _______ of _____________________, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

____
ANTHONY DEBONE, Chair

____
PATTI ADAIR, Vice Chair

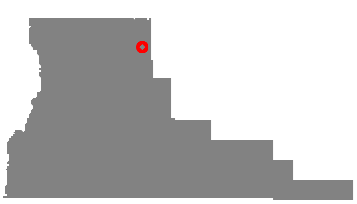
ATTEST:

____
Recording Secretary

____
PHIL CHANG, Commissioner

Opportunity Foundation

835 E Hwy 126, Redmond - 151315BD00300



Date: 7/23/2025

N

0 162.5 325 650 ft

1 inch = 376 feet

DESCHUTES COUNTY

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October, 29, 2025

SUBJECT: Deschutes County Adult Parole and Probation Justice Reinvestment Funding for the 25-27 Biennium

RECOMMENDED MOTION:
Move approval of authorization for chair's signature on Deschutes County Document #2025-1019 an IGA with the Oregon Criminal Justice Commission providing JRP funding.

BACKGROUND AND POLICY IMPLICATIONS:

We are requesting authorization for the chair's signature on an IGA with the Oregon Criminal Justice Commission providing Justice Reinvestment Program funding to Deschutes County. The board reviewed and approved Deschutes County's JRP application on April 2, 2025.

Deschutes County will receive formula and competitive funds for the 25-27 biennium.

House Bill 3194, passed by the Oregon Legislature, aimed to control prison growth by investing in local criminal justice systems. The funding began in the 13-15 biennium and has continued since that time. Deschutes County, in collaboration with LPSCC agencies, has applied for and received grant funds every cycle.

Justice Reinvestment has focused on two major goals. First, safe prison bed reduction for individuals with prison eligible drug, property and driving crimes. Second, reduction in recidivism for clients on supervision for JRP eligible crimes. While doing this the focus has also been on ensuring public safety and holding clients accountable. Funding for the 25-27 biennium will sustain efforts that have already shown impacts in both areas. The Deschutes County Justice Reinvestment Program supervises clients who receive a Downward Departure sentence and clients on early release from prison through Short-Term Transitional Leave (STTL) or the Alternative to Incarceration Program (AIP). The JRP program aims to safely and effectively supervise clients in the community based on their criminogenic risk and needs. In addition to supervision, clients receive risk and needs assessments, case management with an emphasis on structured skill building and support for cognitive-based therapy. We also work to connect clients to treatment based on their risk needs profile and help reduce basic needs barriers such as housing and transportation. Our program has been working closely with the District Attorney's office over the years.

Part of the JRP grant program is that 10% of funds awarded to Deschutes County are for Victims services agencies. This year that funding will go to Mary's Place, CASA, KIDS Center, JBARJ Anti-Trafficking Project, In Our Backyard and Restorative Justice and Equity. These organizations were selected by the Local Public Safety Coordinating Council.

BUDGET IMPACTS:
For the 2025-2027 biennium Deschutes County will receive $2,362,720.

$1,658,228.33 in Formula Funding
$241,989.87 in Victim Services Funding
$462,391.80 in Competitive Funding ($170,406 will go the DA's office)

ATTENDANCE:
Trevor Stephens, Business Manager

JRP-27-09 GRANT AGREEMENT

CRIMINAL JUSTICE COMMISSION

JUSTICE REINVESTMENT PROGRAM

Agreement Number: JRP-27-09

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Deschutes County** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence of each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: $2,362,720

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

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

(1) This Agreement duly signed by an authorized officer of Recipient; and

(2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

(1) $590,680 by November 30, 2025;

(2) $590,680 by March 31, 2026;

(3) $590,680 by September 30, 2026; and

(4) $590,680 by March 31, 2027.

B. Conditions to Disbursements.

(1) CJC has no obligation to disburse Grant funds unless:

i. CJC has sufficient funds currently available for this Agreement;

ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and

iii. Recipient is in compliance with the terms of this Agreement.

(2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

(1) Recipient is validly organized and existing under the laws of the State of Oregon.

(2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.

(3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.

(4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

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

B. Compliance with Laws.

(1) Recipient will comply with the requirements of all applicable federal, state and local 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.

(2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. 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 subcontractors and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this

Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC 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.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC 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 the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon 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 the other party to such Subagreement is prohibited from defending State or that such other party 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 the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

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

(1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.

(2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) 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 CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC's obligations to provide Grant funds 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 CJC. If, because of an Event of Default, CJC 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 CJC's demand.

CJC 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.

CJC 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.

B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.

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

(1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, 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 uses of the Grant are no longer eligible for funding.

C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:

(1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.

(2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

A. Contribution.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

B. No Implied Waiver. No failure or delay on the part of CJC 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.

C. 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.

D. 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 CJC at the addresses listed in Exhibit A, 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 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.

E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

H. 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.

I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, 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 CJC.

J. 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.

K. 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.

L. No Third-Party Beneficiaries. CJC 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. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.

N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.

O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

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 Criminal Justice Commission	**DESCHUTES COUNTY**
By: Ryan Keck Ryan Keck, Interim Executive Director	By: ______________________
Date: 10/13/2025	Date: ______________________

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 9/29/25
Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC
State of Oregon, acting by and through its Criminal Justice Commission

Grant Administrator: Lindsey Cullins
Telephone: (503) 302-1990
Email: lindsey.cullins@cjc.oregon.gov

Recipient
Deschutes County
63360 NW Britta Street Building #2
Bend, OR 97703
Contact: Trevor Stephens
Telephone: (541) 330-8261
Email: trevor.stephens@deschutes.org

Project Description:

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC's Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

This Grant requires the Recipient to:

- Base implementation of its Project on existing research and evidence-based practices for reducing recidivism; and
- Distribute no less than 10 percent of Grant funds awarded to community-based nonprofit organizations that provide services to victims of crime, with priority given to culturally specific organizations and culturally responsive services.

Recipient shall use Grant funds to maintain and/or expand local Justice Reinvestment strategies that provide an alternative to incarceration for eligible property, drug, and driving offenses, and support work toward the goals stated above. Specifically, Recipient shall use Grant funds to operate the following community-based supervision, sanctions, and services strategies: Downward Departure. The County is also receiving funds specific to operating their downward departure grant program for the same purposes and goals.

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC semi-annual progress reports on January 25 and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and contain all the requested data.

1. CJC Quarterly Progress Report (https://cjc-grants.smapply.io)
   a. Grant funds spent during the prior calendar quarter, with brief description; and
   b. Any other Project information as CJC may reasonably request.

2. CJC Semi-Annual Progress Report (https://cjc-grants.smapply.io)
   a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

3. CJC Annual Victim Services Report (https://cjc-grants.smapply.io)
   a. In a narrative fashion, Recipient's progress in providing services to victims of crime during the twelve-month period preceding the report date.

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 29, 2025

SUBJECT: Recognition of Staff and Presentation of the Triple Crown Designation from the Government Finance Officers Association (GFOA) for the fiscal year ended June 30, 2024

RECOMMENDATION MOTION:
None

BACKGROUND AND POLICY IMPLICATIONS:
GFOA's special Triple Crown medallion recognizes governments who have received all three GFOA awards: the Certificate of Achievement for Excellence in Financial Reporting, the Popular Annual Financial Reporting Award, and the Distinguished Budget Presentation Award. This is the sixth consecutive year the County has received the Triple Crown designation from the GFOA.

On October 2, 2025, GFOA announced that Deschutes County received the Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR Award) for its Popular Annual Financial Report for the fiscal year ended June 30, 2024. This was the sixth consecutive year the County has received this award.

On July 10, 2025, GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to Deschutes County for its annual comprehensive financial report for the fiscal year ended June 30, 2024. This was the 24th consecutive year that the County has received this prestigious award. To be awarded a Certificate of Achievement, the County published an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements.

On December 19, 2023, GFOA presented a Distinguished Budget Presentation Award to Deschutes County, Oregon, for its Annual Budget for the fiscal year beginning July 01, 2023 (FY24). This was the 16th year the County has received this award. To receive this award, a governmental unit must publish a document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is the highest form of recognition in governmental budgeting, and its attainment represents a significant achievement by the County. The County has subsequently received the award for fiscal year 2025 and has submitted documents for fiscal year 2026.

BUDGET IMPACTS:
Continued participation in this program enhances our financial reporting, promotes transparency and accountability, and aids in the maintenance of the County's bond ratings.

ATTENDANCE:
Jana Cain, Controller
Spencer Eldevik, Accountant
Dan Kieffer, Budget & Financial Planning Analyst, Senior
Laura Skundrick, Management Analyst
Cam Sparks, Budget & Financial Planning Manager
Robert Tintle, Chief Financial Officer

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October, 29, 2025

SUBJECT: Pacific Source Health Related Social Needs Capacity Building Grant Agreement

RECOMMENDED MOTION:
Move approval of authorization for chair's signature on Deschutes County Document #2020-1020 a Grant Agreement with Pacific Source for Health Related Social Needs Capacity Building funds.

BACKGROUND AND POLICY IMPLICATIONS:

We received permission from the Board to apply for this grant back on May 28th, 2025.

Deschutes County Community Justice has been selected and awarded $253,900.33 for activities as described below.

The Oregon Health Authority (OHA) is working to eliminate health inequities by 2030, with a focus on Health Related Social Needs (HRSN). As part of this initiative, Oregon Health Plan (OHP) funding can now be used to support climate, housing, and nutrition-related services. To expand provider capacity to deliver these services, OHA released a grant through local Community Care Organizations (CCOs). Pacific Source is managing the grant for Deschutes County.

Adult Parole & Probation will use funding to build internal capacity to help clients on supervision—most of whom are OHP members or eligible—access HRSN housing supports. Stable housing is essential to public safety, client stabilization, and successful community integration. This funding will help us reduce housing barriers and improve client outcomes.

We plan to use capacity-building funds to assess current processes, enhance partnerships, and develop sustainable systems for leveraging HRSN resources. This includes supporting existing FTE and contracting with a billing consultant to improve workflows, create billing policies, and strengthen reporting and grant management systems.

Our analysts will lead efforts to connect clients with housing providers, coordinate with landlords, and manage billing operations. The business manager will oversee grant administration and ensure compliance with billing and reporting requirements.

BUDGET IMPACTS:
$253,900.33 in grant funds from pacific source. This grant will be used to support existing FTE and will be used for expenses in FY26 and FY27.

ATTENDANCE:
Trevor Stephens, Business Manager for Community Justice
Nicoli Brower, Administrative Analyst Adult Parole and Probation

SUBGRANT AGREEMENT – COMMUNITY CAPACITY BUILDING FUNDS

This Subgrant Agreement is made between PacificSource Community Solutions, an Oregon non-profit corporation ("PCS"), and Deschutes County ______________________________ an Oregon corporation ("Subgrantee") and is effective July 31, 2025.

RECITALS

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

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

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

AGREEMENT

1. Services. Subgrantee will provide the services described in Subgrantee's Application which are agreed upon by Subgrantee and PCS and funded in Community Capacity Building Funding ("CCBF") Application Budget (the "Services"), a copy of which is attached hereto as Exhibit A and incorporated herein. Subgrantee agrees and acknowledges that the Services will be performed utilizing only the dollars provided for in this Agreement and that no amounts received under other contracts with PCS, or any of its affiliated entities, will be used, directly or indirectly, to fund the Services.

2. Reports. Subgrantee will provide reporting to PCS on at least an annual basis to include the following, at a minimum and pursuant to OHA's standard reporting: (a) Amount of CCBF spent during the reporting period and to date; (b) Specific activities and items that CCBF was used to support during the reporting period; (c) Requests to modify activities and the budget, as needed, including the rational for modification; and (d) Attestation that CCBF has not duplicated funding received from other federal, state or local sources and has not supplanted funding from other federal, state or local sources. Additionally, Subgrantee will provide a final summary report to PCS at the conclusion of the Grant period.

Subgrantee shall submit reports to: HRSNServiceProviderRequests@pacificsource.com

3. Payment. Subject to receipt of the grant funds from the OHA, PCS will pay Subgrantee an amount not to exceed two hundred fifty-three thousand nine hundred ______________________ and 33 /100 Dollars ($253900.33), with all funds being dispersed to Subgrantee by 12/15 , 2025. Subgrantee agrees and acknowledges that any funds provided PCS under this Subgrant Agreement that are not expended by 7/31/2027, must be returned to PCS no later than 8/31/2027.

4. Responsibilities. The Parties agree to comply with all requirements provided in the Grant Agreement and Subgrantee agrees and acknowledges to cooperate with PCS so that PCS may meet all of its obligations to OHA under the Grant Agreement, including, but not limited to, PCS's obligations to

evaluate Subgrantee, serve as fiscal administrator, provide oversight and reporting, and ensure program integrity.

5. Term; Termination. This Agreement shall expire on December 31, 2028; provided, however, that this Agreement shall terminate immediately if (a) the Grant Agreement between PCS and the OHA is terminated for any reason; (b) PCS does not receive all funds from the OHA as provided for in the Grant Agreement; or (c) Subgrantee fails to perform adequately under this Subgrant Agreement in the reasonable opinion, and sole discretion, of PCS.

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

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

PACIFICSOURCE COMMUNITY SOLUTIONS	SUBGRANTEE
By: ______________________	By: ______________________
[signature]	[signature]
______________________	______________________
[printed name]	[printed name]
Title: ______________________	Title: ______________________
Address: PO Box 7469 Bend, OR 97701	Address: ______________________ ______________________

EXHIBIT A

Subgrantee's Health Related Social Needs Community Capacity Building Funding Application

Deschutes County

2025 Community Capacity Building Funding Application

Deschutes County Community Justice

Mrs. Deevy Holcomb
63360 NW Britta Street Building #1
Bend, OR 97703

trevor.stephens@deschutes.org
O: 541-330-8261

Mr. Trevor Stephens

63360 NW Britta Street Building #1
Bend, OR 97703

trevor.stephens@deschutes.org
O: 541-330-8261

Application Form

Background Information - What is Oregon's Health-Related Social Needs initiative?

Where we are born, live, learn, work, play, and age, can affect our health and quality of life. Access to health care, healthy foods, and safe housing, or "Health-Related Social Needs" (HRSN), is important to our health.

Oregon Health Plan (OHP) members who qualify (as defined by CMS) have a new set of benefits available to them. HRSN benefits include:

- Climate benefits
- Housing benefits
- Nutrition benefits
- Outreach and engagement supports

HRSN benefit providers--including, community-based organizations, social service agencies, and others--play an important role in delivering benefits to qualifying members and may be eligible for Community Capacity Building Funding (CCBF).

1 To qualify, OHP members must be in at least one of the following life transitions (additional criteria also applies for each type of HRSN service): 1) Released from incarceration in the past 12 months; 2) Discharged from a qualifying behavioral health facility in the past 12 months; 3) Current or past involvement in the Oregon child welfare system 4) Transitioning from Medicaid-only to dual eligibility (Medicaid and Medicare) status within the next three months or has transitioned in the past nine months; 5) Homeless or at risk of becoming homeless; 6) a Young Adult with Special Healthcare Needs

Instructions

To receive funding, organizations must complete and sign this application form in its entirety by May 30, 2025. For this form to be considered complete:

- All components must be filled out
- A budget request must be attached
- The application must be signed by the authorized representative from the entity applying for funding

Please see pages 25-34 of OHA's version of the CCBF grant for additional information.

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

Applicant Organization Information

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

Legal Name of Applicant Organization (this should be the name used for your tax ID)*

Deschutes County

Organization Name (if differs from legal name)

Community Justice: Adult Parole and Probation

Point of Contact Name*

Trevor Stephens

Point of Contact Title*

Business Manager

Point of Contact Telephone Number*

541-330-8261

Point of Contact Email Address*

Trevor.Stephens@deschutes.org

Mailing Address: Street Address*

63360 NW Britta Street Building #2

Mailing Address: City*

Bend

Mailing Address: State*

Oregon

Mailing Address: Zip Code*

97703

Eligibility Criteria

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

1 a. Please attest to the following:*

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

Yes

1 b. Please attest to the following:*

The organization intends to contract with one or more CCOs or with the Oregon Card/fee-for-service Third Party Contractor (FFS TPC) to serve as an HRSN provider for at least one HRSN benefit or to support the delivery of HRSN services by acting as a 'convener' or 'hub' role.

Yes

1 b. Please attest to the following:*

The organization demonstrates a history of responsible financial administration. This can be shown through any of the following:

- Recent annual financial reports.
- Externally conducted audit.
- Experience receiving other federal funding or other similar documentation.

Yes

2. Organization Types*

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

City, county and local government agencies

Applicant Organization Background Questions

Who will be served

The purpose of this section is to collect information about the population served by your organization and to learn more about how you intend to use that experience or grow that experience to provide HRSN benefits to eligible members

3. Counties served.*

Please select the box/es of counties where your organization will provide HRSN benefits (select more than one, as needed):

Deschutes

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

1. the current and planned working relationship and knowledge of that county (including any cross-county work);
2. current and planned partnerships to support HRSN benefit provision (including with CCOs);
3. if your organization plans to differ the type of benefits offered in different counties, please describe that here; and
4. if your organization does not have existing relationships in the county, you must describe how you intend to build those relationships. (400 words/ 2600 character max)

Deschutes County Community Justice – Adult Parole & Probation collaborates extensively with local service providers, community-based organizations, and public safety stakeholders to support approximately 1,000 adults on supervision. We maintain strong partnerships with the Court, District Attorney, Sheriff, and Behavioral Health/Health Services. A behavioral health specialist is embedded within our office to support clients who face barriers to traditional services and require flexible, innovative engagement strategies.

We have partnerships and contracts with community-based treatment, shelter, and housing providers—including current HRSN providers such as First Light and Changing Patterns. The majority of our clients are recently released from incarceration/jail or behavioral health facilities, or are houseless or at risk of becoming houseless.

We intend to use capacity building funds to assess and improve our existing processes and partnerships. We aim to leverage HRSN funding to expand housing options for justice-involved individuals in Deschutes County. We estimate that 90–95% of our clients are OHP-eligible, and the majority face significant housing and health-related social needs. Currently, we do not bill Medicare or Medicaid, so part of our work will involve developing the necessary infrastructure to connect clients with these benefits.

Though we offer limited housing assistance, demand exceeds available resources—especially for individuals transitioning from incarceration or facing homelessness. Establishing a system to utilize HRSN funds would significantly enhance access to housing and support for these individuals. With direct client relationships and existing housing partnerships, we are uniquely positioned to act as a bridge to these critical services. We also aim to expand our network of housing providers to increase options.

Stable housing is essential to public health, public safety, successful community reintegration, and overall wellness. Through this initiative, we seek to enhance collaboration, leverage funding opportunities, and expand housing access for our clients by maximizing resources and increasing available options.

5. Populations served*

This section will ask that you rank the population(s) (within each list) to which your organization will provide HRSN benefit/s. Please only rank the populations that you plan to serve. If you do not plan to serve a population, you may leave it blank.

List A: HRSN Eligible Populations: (See approved HRSN Services Protocol): For List A below: Please mark off which HRSN eligible population(s) you plan to serve. If there is a population listed that your organization will likely not serve, please leave that blank.

Link: Young Adults with Special Health Care Needs (YSCHN)

Adults and youth discharged from an Institution for Mental Disease
Adults and youth released from incarceration
Individuals who are homeless or at risk of homelessness

List B: Populations served*

For List B below, starting with the population group **you plan to serve the most** (write # 1 in the box) please rank in order of who you expect to serve the most. You may rank up to 3. If there is a population listed that your organization will likely not serve, please leave that blank.

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

Other communities not listed above (please describe) (100 words/ 500 character max):

Women on supervision and clients with restrictions that prevent them from utilizing many shelter and transitional housing resources.

6. Primarily served population

Please indicate if there is one HRSN Covered Population and/or other population that you primarily serve.

Individuals released from incarceration/jail in the past 12 months. We work with clients on supervision in Deschutes County.

Providing Culturally and Linguistically Responsive and Trauma Informed Services

The purpose of this section is to understand your organization's background and experience in providing culturally and linguistically responsive services and how you will use that experience or grow capacity when providing HRSN benefits.

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

Language 1:

Spanish

Language 1 (continued):

Services provided in this language by a staff native speaker
Interpretation services provided by a staff native speaker
Services or interpretation provided by a fluent non-native speaker

Language 2:

Other Languages

Language 2 (continued):

Interpretation/translation services provided by a third party.

Language 3:

Language 3 (continued):

Language 4:

Language 4 (continued):

Other language access

(Optional) Other language access offered by your organization not already listed above (50 words/ 325 character max):

We offer a language line for all clients we are working with. They provide translation services for over 150 languages. We also contract with American Sign Language interpreters as needed.

Culturally and linguistically responsive services:

Culturally and linguistically responsive services are designed specifically for a distinct minoritized cultural community, developed based on the languages used and cultural values of the distinct minoritized cultural community and designed to elevate their voices and experiences. Culturally and linguistically responsive services have the aim of enhancing emotional safety, belonging, and a shared collective cultural experience for healing and recovery among the distinct cultural community served.
A minoritized cultural community is a community that has experienced historical and contemporary discrimination and oppression primarily on the basis of race, ethnicity, gender identity, sexual and affectional orientation, ability status, and/or migration history.

8. Culturally and linguistically responsive services*

Describe how your organization currently provides culturally and linguistically responsive services to the populations it serves. If your organization does not currently provide culturally and linguistically responsive services or you plan to increase your capabilities using CCBF, please describe here. (400 words/ 2600 character max)

Deschutes County continues to see racial and ethnic disparities in its criminal justice system. Data from 2015–2019 shows that Black, Hispanic, and Native American men—and Native American women in some areas—are overrepresented on supervision compared to the county's general population.

Since 2020, Community Justice has engaged a community advisory group composed of individuals from minoritized communities and those with lived experience in recovery and the criminal justice system. This group meets regularly to provide feedback on our practices and offer recommendations for system improvements. Insights from this advisory group directly inform initiatives supported by capacity building funds, including culturally responsive (includes Spanish language) recovery and reentry support services with community-based providers.

In parallel, we have prioritized gender-responsive practices, which account for the different pathways to the criminal justice system that men and women tend to make. Our department offers gender-specific caseloads and provides cognitive behavioral therapy tailored for clients who identify as women, recognizing the unique pathways and needs of justice-involved women.

To improve linguistic access and inclusion, we have implemented hiring preferences for Spanish-speaking staff, secured interpretation services for multiple languages (including American Sign Language), and currently employ native Spanish-speaking staff to better support our clients. With support from CCBF, we plan to expand our capacity for linguistic accessibility and digital equity.

We propose purchasing tablets/phones and exploring software options for video and virtual translation services. These devices would also give clients access to OHP documents and forms in their preferred language, and allow them to connect directly with OHP assisters who can guide them through the enrollment process and connect them with essential services.

9. Trauma informed services:*

Describe how your organization provides trauma informed services to the populations it serves currently. Please include how staff receive trauma informed training. If your organization does not currently provide trauma informed services or you plan to utilize CCBF to increase your efforts in this area, please describe here. (300 words/ 950 character max).

Policies and procedures require that staff are trained in and work with individuals on supervision using trauma-informed practices such as building positive rapport, providing normative feedback, using motivational interviewing to meet people where they are at, and understanding and addressing responsivity (barrier removal) needs of each individual.

We utilize Trauma Informed Oregon's (TIO) to provide materials and training for staff in trauma-informed care (TIC), including a team member who is certified to train others. In 2024 we conducted the comprehensive initial TIO TIC 8-hour training, and continue to offer annual 2-hour refreshers to apply TIC principles in community supervision. We also collaborate closely with the District Attorney's Office and local law enforcement to promote trauma-informed and equitable practices.

Strategies for Providing HRSN Benefits

Background for applicants:

- Learn about becoming an HRSN Service Provider:
  - Review the information on the webpage Health-Related Social Needs Information for Providers
  - HRSN Service Descriptions (descriptions of specific services that can be offered through HRSN) and Fee Schedules (payment rates for benefits offered through HRSN):
    - HRSN Service Descriptions:
      - Climate supports: Table 3 (page 8)
      - Housing supports: Table 4 (page 10)
      - Nutrition supports: Table 6 (page 29)
      - Outreach & engagement: Table 8 (page 37)
    - HRSN Fee Schedules:
      - Find updated HRSN Fee Schedules towards the bottom of the Health-Related Social Needs Information for Providers webpage.
- Learn about CCBF priorities of the CCO/s operating in the service area/s in which you want to provide HRSN benefits.
  - Go to the CCBF CCO Contact webpage:
  - Find the website and contact information for the CCO/s in the service areas of your organization
  - Review the CCBF webpage of the CCO and review their priorities for 2025

- Contact the CCO/s CCBF if you have questions

- Determine what HRSN benefits your organization intends to provide and what it will need to be able to do so. Organizations can provide one or more HRSN benefits to eligible OHP members.
- Learn about the allowable (and not allowable) uses for the CCBF (see page 2 of the Background Application Information)

Strategy and Approach to Building Capacity to Provide HRSN benefits

The purpose of this section is to understand your organization's plan to provide one or more of the HRSN benefits to eligible OHP members.

10. Which HRSN benefit(s) does your organization provide or intend to provide?*

(if more than 1, check all that apply)

*Network Manager- or 'Hub': support, for example, HRSN contracting, implementation, invoicing and service delivery

Housing benefits

11. Describe your organization's work related to each benefit you plan to support:
On questions 11a-f, for each answer marked in Question 10, use the spaces below to describe:

a. your experience providing the services you plan to provide through HRSN (e.g., housing, nutrition, climate supports, outreach and engagement services and/or as a convener or hub organization)
b. how your organization intends to provide these benefits as an HRSN provider, including the specific services under each benefit type that you plan to provide (see HRSN service descriptions also linked above)
c. how you will utilize CCBF to develop your organization's capacity in relation to the allowable use categories listed on pages 28-31 of OHA's CCBF Grant Application.

Only provide a response for the benefit(s) you intend to provide

11a. Climate Benefits

If your organization will be providing climate benefits (include specific climate devices): (500 words/ 3,250 character max)

N/A

11b. Housing Benefits

If your organization will be providing housing benefits (include specific housing supports e.g., rent and utility costs, tenancy service, etc.): (500 words/ 3,250 character max)

As a community corrections agency, a primary focus is to reduce barriers that hinder individuals' chance at success while on supervision. One of the most significant challenges individuals face is access to affordable, stable housing. Many clients are recently released from incarceration or have spent time in jail, leaving them at high risk of houselessness. We strive to connect them with initial housing through contracted or local community providers, most of whom operate under program agreements and require rent payments.

Our goal is to establish a process that enables clients placed in these housing programs to access HRSN benefits. This would help them maintain housing, improve stability, and enhance overall health and wellness. By using HRSN benefits to offset rent, we aim to support long-term success.

We plan to collaborate with partners such as First Light and Changing Patterns to ensure clients can access outreach and engagement services funded through HRSN. These services are vital in supporting stability and promoting sustained community reintegration. Our efforts are supported by strong partnerships across the local continuum of care.

We have established relationships and processes with providers for bed scheduling and placement. This includes a range of options such as contracted sober living beds, case-managed housing, and transitional housing arrangements. Additional partners include Oxford Houses, treatment providers, and various community-based housing organizations.

To fully leverage HRSN funding and ensure effective, sustainable housing solutions, we plan to develop and implement clear policies and procedures for accessing and managing the benefit. This may include front-loading rent support for a few months while clients complete the steps necessary to qualify for HRSN assistance. We are well-positioned to offer short-term housing stabilization during this period, ensuring no lapse in support as the benefit process unfolds and or using the benefits to reimburse for costs that we provided upfront.

By building on our existing infrastructure and partnerships, we aim to streamline our operations and expand housing access for justice-involved individuals. We also intend to explore new collaborations with landlords and property management companies to increase long-term, stable housing options. These expanded efforts will support our clients' rehabilitation and reintegration, contributing to stronger, safer, and more resilient communities.

11c. Nutrition Benefits

If your organization will be providing nutrition benefits (include specific nutrition supports e.g., medically tailored meals, nutrition education, etc.): (500 words/ 3,250 character max)

N/A

11d. Outreach and Engagement Supports

If your organization will be providing outreach and engagement supports: (500 words/ 3,250 character max)

At this time, we do not intend to seek reimbursement for outreach and engagement supports. As a community corrections agency, a core function of our staff is to build rapport and trust with clients while connecting them to resources that reduce barriers, support health and well-being, and promote positive, pro-social behavior change.

We understand that outreach and engagement services under the HRSN benefit are limited in scope, and we believe these efforts are best led by community-based organizations such as First Light and Changing Patterns, who specialize in this work. We already collaborate closely with both agencies and serve many of the same clients. We see an opportunity to strengthen these partnerships and coordinate our efforts more intentionally.

Our primary goal is to support clients in accessing and maintaining HRSN-funded housing. We would work alongside First Light and Changing Patterns to ensure a seamless connection to housing services for individuals on supervision. Additionally, if these agencies identify clients on supervision in need of assistance navigating the HRSN housing benefit, we are open to providing support in those cases as well.

11e. Convener Organization

11e. If your organization will serve as a convener organization: (500 words/ 3,250 character max)

We would be happy to help support other community partners and agencies who are working with our clients to support them in accessing the HRSN housing benefit.

11f. Network Manager - or 'Hub'

If your organization will serve as Network Manager - or 'Hub' to support, for example, HRSN contracting, implementation, invoicing and service delivery: organization: (500 words/ 3,250 character max)

If clients are under supervision with Adult Parole and Probation in Deschutes County, we are open to supporting partner agencies with contracting, invoicing, and service delivery. This support would apply to services provided specifically to individuals on supervision. If we can help support in terms of implementation, invoicing, and service delivery we would be open to that arrangement.

12. Plans to provide HRSN benefits*

Please check whether your organization plans to provide HRSN benefits through CCOs, Open Card/fee-for-service or both.

Both

Budget Explanation and Allowable Funding Uses

The purpose of this section is to provide additional information to explain the attached 2025 CCBF Budget Template and to collect information about:

- The purpose of your funding request.
- Funding need and justification.
- How funding will be used.

We recommend you carefully review the allowable (and impermissible) uses. (See what CCBF can be used for).

Organizations will need to complete the 2025 CCBF Budget Template to complete this section.

13. Has your organization previously applied for CCBF from this CCO?*

Please indicate if you were awarded funds.

Yes, was not awarded

14. Has your organization previously applied for CCBF from other CCOs?*

No

15. If you answered “yes” to question 14 and were awarded

If you answered “yes” to question 14 and were awarded, please note the CCO(s) to which you applied. If not applicable, please leave blank.

Previously applied to and was awarded:

16. Prior Funding

(If you have not previously been awarded CCBF funds, then you do not need to answer this question and you can skip to question 17).

Please explain what you were funded for in your prior CCBF award(s) and how the funds you are applying for in this round of funding are different from and/or build upon this existing funding (400 words/ 2,600 character count max).

N/A

17. Are you applying to other CCOs for CCBF in this round of funding?*

No

18. Other CCO(s) to which you are applying

(If you answered “no” to question 17 above, then you do not need to answer this question and you can skip to question 19).

If your answer to question 17 is “yes,” please indicate the name of the other CCO(s) to which you are applying and **describe what you are requesting in your other applications**. Explain how your organization plans to use the different awards (i.e., how do you plan to use the funds from each CCO to serve different populations or use the funds for different activities). Your answer below should clearly state your plans for ensuring that the funding from more than one CCO is not duplicative. (400 word/ 2,600 character max).

N/A

19. Additional Information

Please use this section to clarify anything additional that is needed in your finalized budget template. You may use this section to provide justification for expenditures or activities listed in your budget (400 words/ 2,600 character max)

The majority of requested funds will support increased FTE capacity for administrative analyst and business management. Analysts will be essential in connecting clients with housing providers, collaborating with landlords and property managers, and establishing the infrastructure needed to support housing-related services. Their duties include managing tracking and billing processes, coordinating with providers and a consultant (if approved), refining procedures, and ensuring compliance with HRSN grant and billing requirements.

The business manager will provide grant oversight, reporting, and billing support. We are also requesting funds to contract a consultant with expertise in HRSN billing and reimbursement. This consultant will review our current systems and help implement processes to support client access to benefits and streamline reimbursement.

Additional funds are requested for a billing system and related technology upgrades for staff and clients. We are exploring platforms such as EPIC or other billing/management systems that best meet the needs of HRSN administration. As we are still evaluating options, we would return any unused funds allocated for software.

To support staff, we are requesting funds for new computers. We are also requesting four client-use computers and a hotspot, which will be distributed across our three offices—two at our main location and one at each satellite site—to support client access to services.

We are also requesting funds for tablets and phones for clients, along with commercial-grade charging stations for each office. Many clients are released from incarceration without devices and cannot access OHP or other benefits without them. Additionally, many of our clients are homeless and need a place to charge their devices. Charging stations will meet this critical need and help clients stay connected to services. These tools will significantly reduce barriers to accessing OHP and other benefits and improve engagement.

We are not requesting funds for outreach or partner convening. However, we remain in close contact with key partners, including our county's public and behavioral health departments, who have previously received capacity funding. We are also part of the local HRSN-focused consortium, led by Neighborhood Impact and other providers. Although we cannot submit a joint proposal due to county approval timelines, we have informed them of our application related to housing benefits. We are committed to ongoing collaboration to serve shared clients and align resources effectively.

Attestations and Certification

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

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

Signature*

Trevor Stephens

Name and Title*

Trevor Stephens, Business Manager (Received Deschutes County Board of Approval on 05/28/2025)

Contact information for person completing this application*

541-330-8261 trevor.stephens@deschutes.org

Date*

05/28/2025

Required Documents

Budget Document*

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

2025 CCBF Budget worksheet.xlsx

File Attachment Summary

Applicant File Uploads

- 2025 CCBF Budget worksheet.xlsx

Line Item Budget and Narrative Worksheet

INSTRUCTIONS (PLEASE READ):

This template is intended for those applying for CCBF funding. A complete budget must be submitted alongside each application.
If an organization is applying to multiple CCOs, it should submit a separate application and budget to each CCO. **All budgets should align with the narratives in their corresponding applications.**
All expenses listed on this budget **MUST** be allowable uses of funds and cannot be among the items not allowed. Please refer to the list in the 2025 CCBF Application for the CMS approved list of uses.

CCBF 2025 Budget Request

(all funds must be spent no later than September 2027)

Formula (*do not enter*)

Contact Information	**Legal Name of Applicant Organization (this should be what name is used for your tax ID):**	Deschutes County	
	Organization Name (if differs from legal name):	Deschutes County Community Justice: Adult Parole and Probation	
	Point of Contact (Name):	Trevor Stephens	
	Point of Contact (Title):	Business Manager	
	Point of Contact (Email address):	Trevor.Stephens@deschutes.org	
	Point of Contact (Telephone Number):	541-330-8261	
	Organization Mailing Address:	63360 NW Britta Street Building #2 Bend, Oregon 97703	
	Program Area:	Community Capacity Building Funds (CCBF) 2025	

Budget Categories	Description							Total
(1) Salary	**Position #**	**Title of Position**	**Salary *(Full, annual base salary amount without fringe benefits)***	**% of time (FTE)**	**# of months requested (no more than 18)**	**Total Salary**	**Indicate the corresponding allowable use category for each line item: 3- HRSN Workforce development** *Note: salary and fringe can only go towards workforce development*	
	1	Administrative Analyst	$101,681	50.00%	18	$ 76,260.75	3-HRSN workforce development	
	2	Administrative Analyst	$101,681	25.00%	18	$ 38,130.38	3-HRSN workforce development	
	3	Business Manager	$141,132	10.00%	18	$ 21,169.80	3-HRSN workforce development	
	4					$ -		
	5					$ -		
	TOTAL SALARY					$ 135,560.93		
	Narrative for Salary: (add additional sheet for narrative if needed)	Personnel $196,500.33 .5 of an Analyst for 18 months. .25 of an Analyst for 18 months .10 of Business Manager for 18 months. The following personnel will be responsible for implementing the process to work with our POs and clients to facilitate client access to HRSN funds, with a primary focus on the HRSN housing benefit. Analysts may engage directly with clients or coordinate through the						$ 135,560.93
(2) Fringe Benefits *(including health insurance, retirement costs, etc. Use either 'base' (meaning base amount of $) or '%' depending on how your organization calculates.)*	**Position #**	**Total Salary *(autopopulated from lines I16-I26 above)***	**Base** If Applicable	**%**	**=**	**Total Fringe**	**Indicate the corresponding allowable use category for each line item: 3- HRSN Workforce development** *Note: salary and fringe can only go towards workforce development*	
	1	76,260.75	$69,956	50.00%	=	$ 34,978.00	3-HRSN workforce development	
	2	38,130.38	$69,956	25.00%	=	$ 17,489.00	3-HRSN workforce development	
	3	21,169.80	$84,724	10.00%	=	$ 8,472.40	3-HRSN workforce development	
	4	0.00			=	$ -		
	5	0.00			=	$ -		
	TOTAL FRINGE					$ 60,939.40		$ 60,939.40

(3) Equipment	**List equipment.** Include all equipment necessary for the HRSN related program development and service delivery (i.e. computer, printer, telephone, and other equiptment needed to provide HRSN services).	**Total Equipment**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
	2 Staff Computers	$ 5,000.00	3-HRSN workforce development	
	5 Client Computers	$ 10,000.00	1-Technology	
	Client Tablets and Phones	$ 10,000.00	1-Technology	
	Commerical Charging Stations	$ 2,400.00	1-Technology	
	TOTAL EQUIPMENT	$ 27,400.00		**$ 27,400.00**
	Narrative for Equipment:	Equipment $27,400.00 2 Staff Computers 5 Client Computers Client Tablets and Phones		
(4) Technology Systems	**List Technolgy expenses**. This includes costs associated with buying new or changing existing technology (including software, platforms, systems, hardware, interfaces and/or tools)	**Total Technology**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** *Note: items in this category can only go towards technology*	
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL TECHNOLOGY	$ -		**$ -**
	Narrative decription of technology :			
(5) Office Supplies	**It is not necessary to list each individual item**. Provide an overall summary of what is inclded. Estimate each total by the allowable use category (as needed). Examples include supplies for meetings, general office supplies (for example: paper, pens, computer disks, highlighters, binders, folders, etc.)	**Total Office Supplies**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL OFFICE SUPPLIES	$ -		**$ -**

(6) Training and Technical Assistance	**Please list.** This covers training and technical assistance (TA) to build capacity to provide HRSN services. Examples might include: onboarding or training staff to use new or existing technology, training on the HRSN program and roles/responsibilities, and the any necessary training for staff working in the HRSN program (such as training in cultural competancy or trauma informed care). This also covers travel costs for in-person trainings. Costs associated may be calculated to include all related costs, as long as they are listed as an allowable expense.	**Total Training and Technical Assistance**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL TRAINING AND TECHNICAL ASSISTANCE	$ -		$ -
(7) Other (e.g., planning and facilitation costs for outreach and education events)	**Please list.** NOTE: this category may not account for more than 15% of the overall budget request. Please describe clearly.	**Total Other**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL OTHER	$ -		$ -
(8) Contracts:	**List all sub-contracts** and all contractual costs, if applicable.	**Total Contracts**	**Indicate the corresponding allowable use category for each line item:** **1-Technology** **2- Development of business or operational practices** **3- HRSN Workforce development** **4- Outreach, education, and stakeholder convening**	
	Billing and Support Consultant	$ 30,000.00	2-Development of business or operational practices	
	Contractual $30,000	$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
	TOTAL CONTRACTS	$ 30,000.00		$ 30,000.00
(9) TOTALS	(Sum of 1 through 8)			$ 253,900.33

Totals by Allowable Use Category	
1-Technology	$ 22,400.00
2-Development of business or operational practices	$ 30,000.00
3-HRSN Workforce development	$ 201,500.33
4-Outreach and education	$ -
Budget request total:	$ 253,900.33

EXHIBIT B

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

This Agreement is intended to specify the contracted work and reporting responsibilities, be in compliance with PacificSource Community Solutions' ("PCS") grant agreements with OHA related to Community Capacity Building and Oregon's 1115 Waiver (the "OHA Agreement") and incorporate the applicable provisions of the OHA Agreement. Vendor (also referred to as Subgrantee) shall ensure that any subcontract that it enters into for a portion or all of the work that is part of this Agreement shall comply with the requirements of this Exhibit. All references in the block parentheticals below are to Exhibit B of the OHA Agreement. [Exhibit B, Section 15]

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

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

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

3. **Independent Parties; Conflict of Interest**.

   a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

   b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient's participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government. [Exhibit B, Section 3]

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

5. **Indemnity**. RECIPIENT SHALL DEFEND (SUBJECT TO ORS CHAPTER 180) SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT. [Exhibit B, Section 7]

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

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

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

a. Six years following final disbursement and termination of this Agreement;

b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement. [Exhibit B, Section 11]

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

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

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

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

13. Vendor (also referred to as Subgrantee) acknowledges that it has received a copy of the current version of the OHA Agreement, with the exception of any financial information.

EXHIBIT C

Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Recipient 's completion and Agency's acceptance of all Services required under the Grant Agreement, or

(ii) Agency or Recipient termination of this Grant Agreement, or

(iii) The expiration of all warranty periods provided under this Grant Agreement.

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

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

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

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

EXHIBIT D

Federal Terms and Conditions

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

1. Miscellaneous Federal Provisions. Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than $10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds $100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency. Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- **a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- **b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- **c.** The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- **d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
- **e.** No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- **f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- **g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- **h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery**. Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified

at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- **a.** Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- **b.** If Recipient expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than $750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. Debarment and Suspension. Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Pro-Children Act. Recipient shall comply and require all subcontractors to comply with the ProChildren Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. Medicaid Services. Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- **a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- **b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- **c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- **d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- **e.** Entities receiving $5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. Section 1396a(a)(68).

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

12. Disclosures.

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than $25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.

c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

d. As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.

e. Recipient shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

14. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

15. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 29, 2025

SUBJECT: Allocate funds to support homeless initiatives

RECOMMENDED MOTION:

Move approval of allocating funds for homeless initiative projects as follows:

1) Reallocated ARPA funds of $567,963
2) Unused Economic Development funds of $200,000
3) Project Development funds from Fund 090 of $108,597

BACKGROUND AND POLICY IMPLICATIONS:

Staff presented the Homeless Initiatives Funding matrix on October 15, 2025, which outlines current homeless initiatives, current fiscal year project costs, partner contributions, funding gaps, requested allocations to cover funding gaps, and estimated project costs through fiscal year 2028.

Upon direction from the BOCC, a revised matrix is included which reflects $75,000 for Mountain View's safe parking request, an additional $50,000 in Economic Development funds being requested, and a request of $72,560 from the City of Redmond to fund half of the Taylor NW bid overage.

Staff are requesting allocation of funds to support initiatives including,

1) Reallocated ARPA funds of $567,963
2) Unused Economic Development funds of $200,000
3) Project Development funds from Fund 090 of $108,597

Reallocated APRA funds of $567,963 were previously earmarked for homeless initiatives and staff is seeking approval to use these funds for identified homeless projects budgeted in the Project Development Fund (Fund 090). These funds in addition to the $200,000 from the Economic Development Fund (Fund 050) will provide necessary funding to preserve funds within Fund 090 for future strategic development projects or ongoing homeless initiatives.

BUDGET IMPACTS:

The Economic Development Fund (Fund 050) has a balance of approximately $369,000. EDCO has indicated they will utilize approximately $95,000 of these funds. If the $200,000 transfer to the Project Development Fund (Fund 090) is approved, any remaining funds would eventually be transferred to the General Fund and Fund 050 closed.

If approved, a budget adjustment to allow Fund 050 and the General Fund to transfer funds to Fund 090 would be forthcoming.

ATTENDANCE:

Erik Kropp – Deputy County Administrator
Cam Sparks – Budget and Financial Planning Manager
Laura Skundrick – Management Analyst

Deschutes County
Homeless Initiatives - Funding
10.29.25

	FY2026 Budgeted/Projected Costs	Funding Sources											
		General Fund (Fund 001)	City of Bend (Reimbursement)	City of Redmond (Reimbursement)	Approved Reallocated ARPA	Funding Gap	Requested Reallocated ARPA	Requested Econ Dev Funds	Other Donor for Safe Parking	Requested City of Redmond Funds	Remainder Funded by Property Development (Fund 090)	Est Budget FY 2027	Est Budget FY 2028
TSSA:													
Operations, cleanup, etc.	$ 527,000		$ 100,000			$ 427,000	$ 392,000	$ 35,000			$ -	$ 400,000	$ -
Case Management													
County contribution to COID fence project	30,000					30,000	30,000	-	-	-	-		
East Redmond Managed Camp:													
Development (Taylor NW - Lowest Bid)	*676,119*			250,000	281,000	145,119	70,963	-	-	72,560	1,597		
Operations	111,000				111,000	-						250,000	150,000
Case Management	TBD											TBD	TBD
Pending DSL Land Transfer:													
Cleanup, relocations, etc.	272,000					272,000	-	165,000	-	-	107,000	150,000	-
Veterans Village:													
Operations	100,000	100,000				-						100,000	100,000
Safe Parking Request													
Funding Gap Bridge	188,500					188,500	75,000		100,000	-			
Total Operations	**738,000**	**100,000**	**100,000**	**-**	**111,000**	**427,000**	**392,000**	**35,000**	**-**	**-**	**-**	**750,000**	**250,000**
Total Development	**676,119**	**-**	**-**	**250,000**	**281,000**	**145,119**	**70,963**	**-**	**-**	**72,560**	**1,597**	**-**	**-**
Total Other	**490,500**	**-**	**-**	**-**	**-**	**490,500**	**105,000**	**165,000**	**100,000**	**-**	**107,000**	**150,000**	**-**
Total	**$ 1,904,619**	**$ 100,000**	**$ 100,000**	**$ 250,000**	**$ 392,000**	**$ 1,062,619**	**$ 567,963**	**$ 200,000**	**$ 100,000**	**$ 72,560**	**$ 108,597**	**$ 900,000**	**$ 250,000**

Notes:
1) BOCC has approved Reallocated ARPA funds of $281K for development of east Redmond managed camp and $511K for two years of operations for a total of $792K
2) Taylor NW's bid of $676,119 is higher than the original budgeted estimate of $531K
3) Additional costs will apply to close or extend TSSA
4) Additional costs will apply to install signage on select County-owned property to limit to "Day Use Only"
5) Without other funding sources, Deschutes County would need to fund an estimated minimum of ~$872k from FY26 thru FY28 out of Fund 090 reserves
(this assumes ARPA and EDCO funds are allocated to these projects)

BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 29, 2025

SUBJECT: Notice of Intent to Award Contract to Taylor NW LLC to construct the Deschutes County East Redmond Managed Camp

RECOMMENDED MOTION:
Move approval of Chair signature of Document No. 2025-977, a Notice of Intent to Award Contract to Taylor NW LLC to construct the Deschutes County East Redmond Managed Camp

BACKGROUND AND POLICY IMPLICATIONS:
In August 2025, Deschutes County and the City of Redmond executed an intergovernmental agreement (IGA) to develop a managed camp in East Redmond, which will provide an authorized location for identified individuals that are seeking a path out of homelessness.

A project team consisting of County and City elected officials and staff, community service providers, and H.A. McCoy Engineering & Surveying completed the design of a 36-unit managed camp. The East Redmond Managed Camp will feature perimeter fencing, 50'x30' graveled camp spaces with picnic tables, centralized power and water, cooking area, portable restrooms and handwashing stations, storage, and dumpsters. The design includes designated areas for up to four yurts for onsite hosts and/or onsite managers, visitor parking, and an RV space for use by service providers.

The Invitation to Bid for Construction Services-Deschutes County East Redmond Managed Camp, was issued on Wednesday, August 20, 2025 and closed at 2:00 pm on Thursday, September 18, 2025. A mandatory pre-bid meeting was held on Friday, August 29, 2025.

The Invitation to Bid was advertised on the Deschutes County website August 20, 2025, the Daily Journal of Commerce on August 20, 2025 and August 22, 2025, and the Bend Bulletin on August 20, 2025, August 21, 2025, and August 24, 2025.

County Property Management held a public bid opening and reviewed bids on Friday, September 18, 2025.

Six (6) bids were submitted and the results are as follows:

Results of Invitation to Bid Issued Wednesday, August 20, 2025 Closed Thursday, September 18, 2025	
Construction Services Deschutes County East Redmond Managed Camp	
Contractors	**Bid Amount**
Taylor NW LLC (*lowest bid*)	$676,118.75
Rickabaugh Construction LLC	$752,056.50
Tim Bloom Construction Inc.	$837,657.00
Robinson & Owen Heavy Construction Inc.	$915,957.77
JAL Construction Inc.	$946,475.00
BDL Plumbing LLC	$958,920.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, Taylor NW LLC, and allows seven (7) days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder.

BUDGET IMPACTS:

Original estimate included in the Fiscal Year 2026 Adopted budget is $531,000. Reallocated ARPA funds in the amount of $281,000 have been approved for the project and the City of Redmond has pledged $250,000. The unfunded amount is $145,119. Staff will be requesting approval to use additional recategorized ARPA funds earmarked for homelessness for a portion of the difference. Additionally, per the aforementioned IGA with the City of Redmond, the agencies agreed to discuss and collectively resolve how to fund any shortfall.

ATTENDANCE:

Erik Kropp – Deputy County Administrator
Hayes McCoy – Owner, H.A. McCoy Engineering & Surveying

DESCHUTES COUNTY

BOARD OF COUNTY COMMISSIONERS

October 29, 2025

NOTICE OF INTENT TO AWARD CONTRACT

Construction Services for the
Deschutes County East Redmond Managed Camp

Taylor NW LLC:

On October 29, 2025, the Board of County Commissioners of Deschutes County, Oregon, considered bids for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was Taylor NW LLC, with a bid amount of Six-Hundred Seventy-Six Thousand One Hundred Eighteen Dollars and Seventy-Five Cents ($676,118.75).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon located at the Deschutes Services Building, 1300 NW Wall Street, Bend Oregon, 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, November 5, 2025.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-049-0450. If a protest is filed within the protest period, a hearing will be held at a regularly-scheduled business meeting of the Board of County Commissioners of Deschutes County, Oregon, acting as the Contract Review Board, at the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

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

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: Phone 541-388-6625, Fax 541-383-0496, or email david.doyle@deschutes.org.

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

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON

____
Anthony DeBone, Chair

Copy of Notice of Intent to Award Contract to:

Taylor NW LLC
18500 Bull Springs Road
Bend, OR 97703

Rickabaugh Construction
3480 SW Empire Drive
Prineville, OR 97754

BDL Plumbing, LLC
301 NE Curtis Drive
Corbett, OR 97019

Robinson & Owen Heavy Construction, Inc.
PO Box 267
Sisters, OR 97759

JAL Construction, Inc.
PO Box 6269
Bend, OR 97708

Tim Bloom Construction, Inc.
1842 SE 1st Street, Unit D
Redmond, OR 97756