



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 09, 2022

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

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

AGENDA

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

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

- [1.](#) Consideration of Board Signature of Resolution No. 2022-005, Appointing financial assistance administrator and signing authority for the Deschutes County Health Services Department
- [2.](#) Consideration of Resolution No. 2022-010 Increasing 3.0 Limited Duration FTE within the Health Services Department and funded through the American Rescue Plan Act in response to the Covid-19 Pandemic.
- [3.](#) Consideration of Resolution No. 2022-012 to convert a limited duration FTE to regular FTE, Deschutes County Stabilization Center
- [4.](#) Consideration of Document No. 2022-182, a Dedication Deed for Bailey Road across Lot 6, Block 36, Townsite of Laidlaw Plat
5. Approval of Minutes of the January 19 2022 BOCC Meeting
6. Approval of Minutes of the January 24 2022 BOCC Meeting
7. Approval of Minutes of the January 26 2022 BOCC Meeting
8. Approval of Minutes of the January 31 2022 BOCC Meeting

ACTION ITEMS

- [9.](#) **9:05 AM PUBLIC HEARING:** and consideration of Resolution No. 2022-006, a Resolution submitting to the voters in the Sunriver Service District an election on a new ten-year capital improvement local option levy to fund the remodel and expansion of the Sunriver Public Safety Building
- [10.](#) **9:20 AM** Consideration of Chair Signature of Document No. 2022-183, Notice of Intent to Award

11. **9:30 AM** Construction Manager/General Contractor Findings of Fact for the Deschutes County Courthouse Expansion Project
12. **9:45 AM** Consideration of Chair Signature of Document No. 2022-167, Intergovernmental Agreement with Oregon Youth Authority for Expunction of Juvenile Records
13. **10:00 AM** Consideration of Chair signature of Document No. 2022-161, Amendment #2 to OHA #170124
14. **10:15 AM** Consideration of Board approval of Resolution 2022-011 accepting funds and increasing appropriations in the Health Services Fund.
15. **10:20 AM** American Rescue Plan Funding Update
16. **11:00 AM** Deschutes Cultural Coalition Funding Request

LUNCH RECESS

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.

17. Executive Session under ORS 192.660 (2) (h) Litigation
18. Executive Session under ORS 192.660 (2) (d) Labor Negotiations

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 9, 2022

SUBJECT: Consideration of Board Signature of Resolution No. 2022-005, Appointing financial assistance administrator and signing authority for the Deschutes County Health Services Department

RECOMMENDED MOTION: Approval of Resolution No. 2022-005

BACKGROUND AND POLICY IMPLICATIONS: Resolution 2017-009 was adopted, appointing the Dr. George A. Conway as Financial Assistance Administrator for Deschutes County Health Services, authorizing the Director to sign contracts and documents up to \$50,000, authorizing the Deputy Directors to sign contracts and documents up to \$15,000, for their applicable divisions and authorizing the County Administrator to approve related contracts and documents up to \$150,000. This Resolution 2022-005, repeals the previous Resolution due to staff changes and appoints the Director position as Financial Assistance Administrator. The Resolution accommodates the growing need to include electronic signatures as part of the approval and signature process for related contracts and other documents.

The Health Services Department enters into contracts with state agencies, community partners and other subcontractors for the provision of behavioral health and public health services. The Board Resolution appoints a Financial Assistance Administration authority to the Health Services Director, Deputy Directors, and County Administrator, for signing contracts, subcontracts, amendments, and intergovernmental agreements within the applicable dollar thresholds and in accordance to their division.

BUDGET IMPACTS: None.

ATTENDANCE: Arielle Samuel, Revenue & Contract Services Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Appointing a Financial Assistance Administrator for Deschutes County Health Services and Authorizing the Financial Assistance Administrator, Department Deputy Director(s) and County Administrator to Approve and sign, and/or electronically sign Related Contracts.

*
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*

RESOLUTION NO. 2022-005

WHEREAS, Deschutes County, acting by and through the Health Services Department will enter into contracts for the provision of health services and the performance of physical health, behavioral health, developmental disability and addiction services, early learning services and environmental health services; and

WHEREAS, agreements between the State of Oregon, or other federal funding mechanisms, and Deschutes County requires that the County appoint a Financial Assistance Administrator; and

WHEREAS, the State of Oregon, and other state or federal funding mechanisms, may request electronic signature from a Deschutes County delegated signature authority appointed by the Financial Assistance Administrator; and

WHEREAS, the Financial Assistance Administrator should be a person knowledgeable about the available public health, early learning, environmental health and behavioral health services and capable of dealing with a large volume of transactions in a timely manner; now therefore:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. Designated Director or Interim Director of the Deschutes County Health Services Department, is duly appointed as the Deschutes County Financial Assistance Administrator with respect to contracts pertaining to the Health Services Department. Such appointment shall continue in effect so long as Designated Director is an employee of the Deschutes County Health Services Department and until a successor is appointed.

Section 2. By Board of County Commissioners (“Board”) policy, the Financial Assistance Administrator is authorized to perform the functions of such appointment and is charged with authorizing contracts as set forth in the Health Services Department Financial Assistance Contract, Biennial Plan and Strategic Plan, as adopted by the Board. The Health Services Department includes the Behavioral Health and Public Health divisions which encompass mental health and addiction services, developmental disabilities services, early learning services, public health services and environmental health services. The Financial Assistance Administrator may sign and/or electronically sign on behalf of the Health Services Department: contracts, subcontracts, contract amendments, memoranda of understanding, letters of agreement, grants, and intergovernmental agreements which do not exceed a dollar amount of \$50,000, and documents with no fiscal implications.

Section 3. By Board of County Commissioners (“Board”) policy, the Financial Assistance Administrator is authorized to designate signature authority to Health Services Department Deputy Director(s) who may sign and/or electronically sign on behalf of the Health Services Department, applicable to the Deputy Director’s division: contracts, subcontracts, contract amendments, memoranda of understanding, letters of agreement, grants, and intergovernmental agreements which do not exceed a dollar amount of \$15,000, and documents with no fiscal implications.

Section 4. The County Administrator may sign and/or electronically sign all contracts, subcontracts, contract amendments, memoranda of understanding, letters of agreement, grants and intergovernmental agreements in any sum not exceeding \$150,000.

Section 5. Board of County Commissioners (“Board”), authorizes the Financial Assistance Administrator to delegate one-time electronic signature authority to applicable Deputy Director or Program Staff for such purposes as accepting funds through electronic platforms where opportunities from applicable funding sources in which opportunities have already been reviewed and approved by the Board. Signature authority shall be granted by the Financial Assistance Administrator within the fiscal limits outlined in Sections 2 and 3 above and specifically indicated on the Document Summary prior to signing for acceptance of the award.

Section 6. On and after January 1, 2022 with the adoption of this Resolution No. 2022-005-, Resolution No.2017-009 is repealed. Provided however, that all official actions taken pursuant to Resolution No. 2022-005 prior to its repeal shall remain effective.

Section 7. This Resolution shall take effect upon signing and shall have retroactive application to January 1, 2022.

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHILLIP CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 02/09/2022

SUBJECT: Consideration of Resolution No. 2022-010 Increasing 3.0 Limited Duration FTE within the Health Services Department and funded through the American Rescue Plan Act in response to the Covid-19 Pandemic.

RECOMMENDED MOTION:

Move Approval of Resolution No. 2022-010 Increasing 3.0 Limited Duration FTE within the Health Services Department and funded through the American Rescue Plan Act in response to the Covid-19 Pandemic.

BACKGROUND AND POLICY IMPLICATIONS:

On January 26, 2022, Deschutes County Health Services (DCHS) received approval from the Board to create 3.0 new limited duration FTE in response to the Covid-19 pandemic and funded through the American Rescue Plan Act. These positions are limited duration through June 30, 2023.

BUDGET IMPACTS:

These positions are covered by funds from the American Rescue Plan Act.

ATTENDANCE:

Daniel Emerson, Budget Manager, Finance

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing *
FTE within the 2021-2022 * RESOLUTION NO. 2022-010
Deschutes County Budget *

WHEREAS, the Deschutes County Health Department presented to the Board of County Commissioners on 1/26/2022, with regards to adding 3.0 limited duration FTE in support of Pandemic Response funded by the American Rescue Plan, and

WHEREAS, Deschutes County Policy HR-1 requires that a creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following FTE be added:

| Job Class | Type | Duration if Limited Duration | FTE |
|-------------------------------|------------------|------------------------------|------|
| Public Health Program Manager | Limited Duration | 2/1/2022-6/30/2023 | 1.00 |
| Health Services Supervisor | Limited Duration | 2/1/2022-6/30/2023 | 1.00 |
| Project Coordinator | Limited Duration | 2/1/2022-6/30/2023 | 1.00 |
| Total FTE | | | 3.00 |

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 02/09/2022

SUBJECT: Consideration of Resolution No. 2022-012 to convert a limited duration FTE to regular FTE

RECOMMENDED MOTION:

Move Approval of Resolution No. 2022-012 to convert a limited duration 1.0 FTE Behavioral Health Specialist 1 to 1.0 regular FTE position at the Deschutes County Stabilization Center.

BACKGROUND AND POLICY IMPLICATIONS:

On January 31, 2022, Deschutes County Health Services received approval from the Board to convert an existing 1.0 Behavioral Health Specialist 1 limited duration FTE to a regular position supporting the Deschutes County Stabilization Center program.

BUDGET IMPACTS:

The limited duration position was fully budgeted for in the current fiscal year; therefore, there are no budget impacts to the 2021-22 budget.

ATTENDANCE:

Betsy Tucker, Senior Budget Analyst, Finance

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Converting *
FTE within the 2021-2022 * RESOLUTION NO. 2022-012
Deschutes County Budget *

WHEREAS, the Deschutes County Health Services Department presented to the Board of County Commissioners on 1/31/2022, with regards to converting 1.0 Behavioral Health Specialist 1 limited duration FTE to a 1.0 regular FTE, in support of the Deschutes County Stabilization Center program with no change to the original funding source, and

WHEREAS, Deschutes County Policy HR-1 requires that creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following FTE be added:

| Job Class | Type | Duration if Limited Duration | FTE |
|--------------------------------------|--|------------------------------|-----|
| Behavioral Health Specialist 1 #2873 | Conversion from limited duration to regular duration | | - |
| Total FTE | | | - |

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 9, 2022

SUBJECT: Consideration of Document No. 2022-182, a Dedication Deed for Bailey Road across Lot 6, Block 36, Townsite of Laidlaw Plat

RECOMMENDED MOTION:

Move approval of Document No. 2022-182.

BACKGROUND AND POLICY IMPLICATIONS:

A portion of the public right of way for Bailey Road coincides with a portion of Lot 6, Block 36 of the Townsite of Laidlaw Plat (Tax Lot 161231D000700, Tumalo). The right of way was established by Crook County in 1913 (Crook County Commissioners Journal Volume 5, Page 108) with a statutory width of 60 feet; however, the Road Department has no records indicating that the right of way established in 1913 has ever been retraced since the original survey or monumented. As such, the current tax map shows a gap in the right of way for Bailey Road where it coincides with the subject property.

In 2001, the Road Department began work to legalize the right of way for the as-built Bailey Road in conjunction with the realignment of OB Riley Road. The Road Department subsequently abandoned this legalization effort that same year, as the owners of almost all the impacted property executed dedication deeds for Bailey Road at that time. During this 2001 effort, Road Department staff were unable to contact the owner of Lot 6, Block 36 of the Townsite of Laidlaw Plat (Tax Lot 161231D000700) to secure a dedication deed for the portion of Bailey Road that coincides with the subject property.

To clarify this matter in the record, the County could conduct a retracement survey of the 1913 road establishment or could assert a prescriptive right by legalizing the right of way according to ORS 368.201 to 368.221. With either of these processes, there would be no County purchase of the portion of the subject property that coincides with Bailey Road. Road Department staff anticipate that a legalization or retracement effort for this matter would cost approximately \$4,700 in Department labor and equipment.



Figure - Bailey Road and Lot 6, Block 36 of the Townsite of Laidlaw Plat

Recently, the subject property was acquired by Daniel and Brooke Lerman, who own and reside on Lot 7, Block 36, easterly adjacent to the subject property. The Lermans have approached Road Department staff about the possibility of County purchase of the area in question. Road Department staff estimated that the cost to prepare a dedication deed to resolve the subject portion of right of way would be \$1,700.00. Finding this to be an easier and more agreeable solution to resolving the right of way at this location than legalization or retracement, the Road Department presented a dedication deed to the Lermans for the purchase price of \$3,000.00, which is the difference between the estimated cost of retracement or legalization at \$4,700.00 and the estimated cost to prepare, execute, and record a dedication deed at \$1,700.00. The Lermans have agreed to this purchase price and executed a dedication deed, Document No. 2022-182.

Board of County Commissioners' acceptance of Document No. 2022-182 will clarify the record regarding the right of way for Bailey Road over the subject property at least cost to the County.

BUDGET IMPACTS:

The purchase price of \$3,000.00 can be easily accommodated in the Road CIP budget for Fiscal Year 2022 with savings anticipated on budgeted capital projects.

ATTENDANCE:

Cody Smith, County Engineer (**REQUEST CONSENT AGENDA**)

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 _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, 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 _____, 2022.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT "A"
Bailey Road Dedication by Lerman

A parcel of land in the 1904 plat of Laidlaw in the SE ¼ of Section 31, Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

A portion of Lot 6, Block 36 and a portion of vacated 9th Street vested in said Lot 6 of the 1904 plat of Laidlaw, lying westerly of the following described line:

Commencing at the #5 rebar with a 2" aluminum cap stamped "LS 2390" in the pavement of Bailey Road monumenting the northwest corner of said Lot 6 as shown on CS14831; thence along the north line of said Lot 6 N89°58'14"E 52.42 feet to a #5 rebar with a 2" aluminum cap stamped "LS 2390" as shown on CS14831, the **Point of Beginning**; thence leaving said north line 80.12 feet along the arc of a curve to the right with a radius of 1586.15 feet and a long chord which bears S02°18'34"W 80.11 feet to a #5 rebar with a 2" aluminum cap stamped "LS 2390" on the centerline of said vacated 9th Street as shown on CS14831, the **Terminus**. Said line lying 30.00 feet east of the centerline as-built location of Bailey Road as shown on CS14831.

Containing 4,091 square feet (0.094 acres) more or less.

Bearings are based on the Deschutes County Surveyor's Office Central Oregon Coordinate System (COCS).

The dedication is depicted on the attached map titled *SKETCH FOR EXHIBIT "A"* which is incorporated by this reference.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

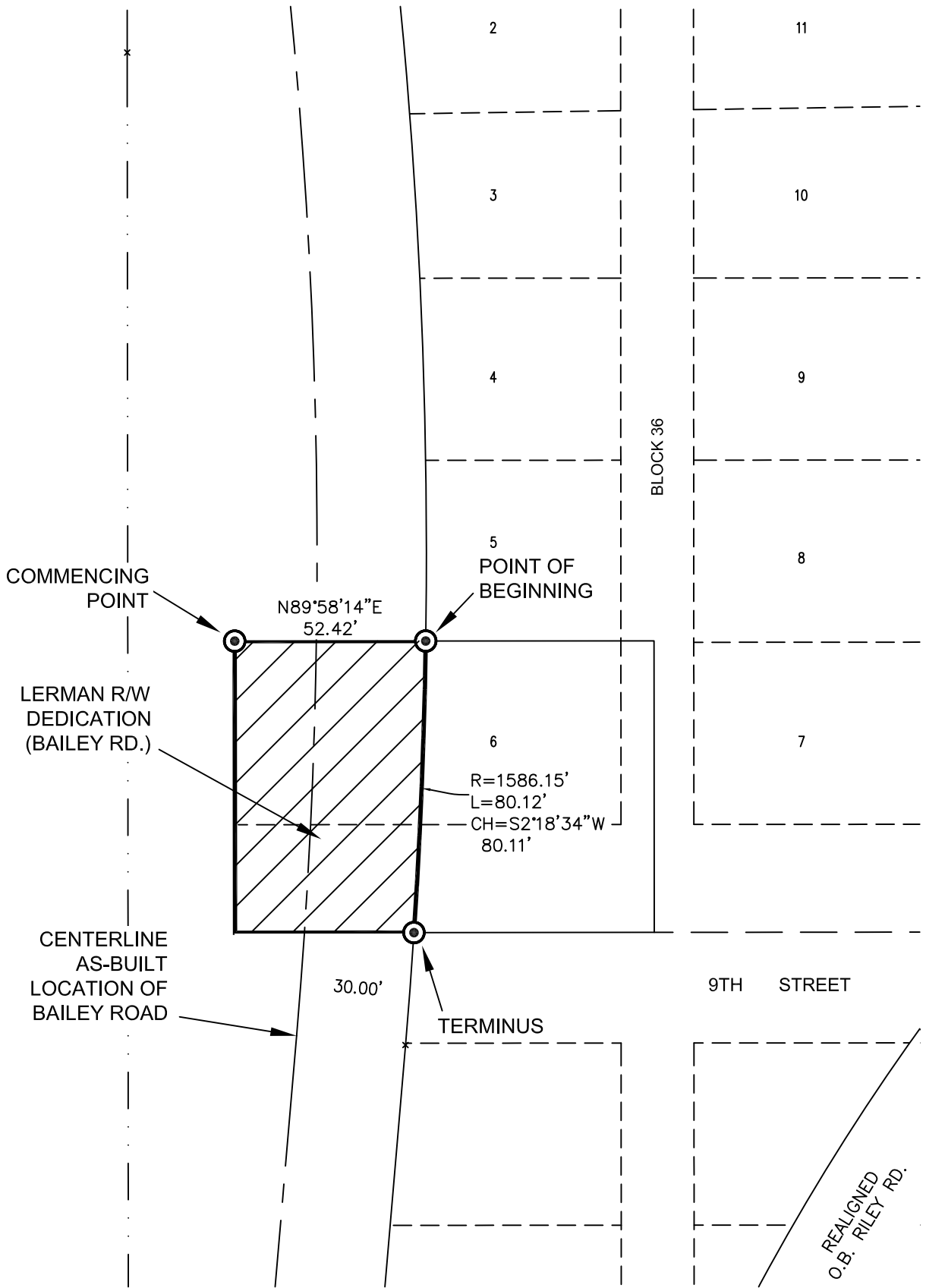
Kevin Samuel

OREGON
DECEMBER 28, 2009
KEVIN R. SAMUEL
77040PLS

6-30-2022

RENEWAL

SKETCH FOR EXHIBIT "A"



LEGEND:

⊙ #5 REBAR WITH 2" ALUMINUM CAP MARKED "LS 2390" PER CS 14831



BAILEY ROAD DEDICATION BY LERMAN – LOT 6, BLOCK 36, LAIDLAW
SE 1/4 SEC. 31, T16S, R12E, W.M., DESCHUTES COUNTY, OR

DESCHUTES COUNTY ROAD DEPARTMENT
61150 S.E. 27TH STREET, BEND, OR. 97702

SCALE: 1"=40'

DRAWN BY: J.A.M.

DATE: 1/14/2022

FILE: w488-00CookAve\dwg\RW-PLAT\488RW_1-14-2022

SHEET
1 OF



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of February 9, 2022

DATE: February 2, 2022

FROM: Dave Doyle Legal 388-6625

TITLE OF AGENDA ITEM:

Board Resolution No. 2022-006, A Resolution submitting to the voters in the Sunriver Service District an election on a new ten-year capital improvement local option tax to fund debt service for financing utilized to remodel and expand the Sunriver Public Safety Building.

PUBLIC HEARING ON THIS DATE? Yes.

BACKGROUND AND POLICY IMPLICATIONS:

See Resolution 2022-006. Passage of this measure at this election will not require a 50 percent voter turnout. The District will use the revenue from the ten-year capital improvement local option tax to fund debt service for financing utilized to remodel and expand the Sunriver Public Safety Building.

FISCAL IMPLICATIONS:

No direct cost to the District.

RECOMMENDATION & ACTION REQUESTED:

Consideration and signature of Resolution 2022-006 submitting to the voters in the Sunriver Service District an election on a new ten-year capital improvement local option tax to fund debt service for financing utilized to remodel and expand the Sunriver Public Safety Building. [Action undertaken as the governing body of the Sunriver Service District.]

ATTENDANCE: Bill Hepburn, SRSD

DISTRIBUTION OF DOCUMENTS:

County Counsel
County Clerk
Bill Hepburn

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT

A Resolution Submitting to the Voters in the Sunriver Service District an Election on a New Ten-Year Capital Project Local Option Levy to Fund the Remodel and Expansion of the Sunriver Public Safety Building * * * RESOLUTION NO. 2022-006 * *

WHEREAS, the Governing Body of the Sunriver Service District (“Governing Body”), has determined that a ten-year capital project levy should be submitted to the qualified voters of the Sunriver Service District (“District) as established by Section 11, Article XI of the Oregon Constitution in order to allow for capital project necessary for the proper operation of the District; and

WHEREAS, the Governing Body considers adequate funding to proceed with the identified capital project, to wit, the remodel and expansion of the Sunriver Public Safety Building as necessary and in the public interest; and

WHEREAS, the Governing Body finds that anticipated revenues are insufficient to proceed with the capital project unless supplemented with the funds generated by a special tax levy; and

WHEREAS, the Governing Body determines that a levy with \$0.47 per \$1,000 of assessed value levied within the District is necessary to proceed with the capital project; and

WHEREAS, it is necessary to submit the question of authorizing a ten-year capital project levy to the registered voters of the District, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as the GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT, as follows:

Section 1. Findings. The Governing Body makes the findings set forth in Exhibit “A,” attached hereto and by this reference incorporated herein.

Section 2. Form of Question. The County Clerk shall submit to the registered voters of Sunriver Service District, Deschutes County, Oregon, for their approval or rejection, the measure set forth in Exhibit “B,” attached hereto and by this reference incorporated herein.

Section 3. Date of Election. The measure set forth in Exhibit “B” shall be submitted in the manner prescribed herein to the qualified voters of the District, at the election to be held May 17, 2022.

Section 4. *Ballots.* The County Clerk shall clearly and boldly print the words “CONTAINS VOTE ON PROPOSED TAX INCREASE” in red ink on the outer envelope of ballots to be mailed to registered voters.

Dated this _____ of February, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON, as the
GOVERNING BODY OF THE SUNRIVER SERVICE
DISTRICT

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT "A"



SUNRIVER SERVICE DISTRICT

PO Box 2108, Sunriver, Oregon 97707-2108



EXHIBIT "A" FINDINGS/ARGUMENTS

The Sunriver Service District was created in 2002 and is authorized by a Management Agreement with Deschutes County to provide service facilities of fire prevention and protections, security service by agreement, law enforcement services and emergency medical services, including ambulance services. The Police and Fire Departments are important partners in Deschutes County by providing public safety to the Sunriver community as well as collaborating with various agencies for emergency preparedness.

The police and fire facilities are inadequate and do not meet the standards of an "Essential Facility" nor the National Fire Protection Agency (NFPA) standards. The fire station was built in 1995 and the police department is housed in an office space. Many deficiencies exist that compromise the health and safety of employees and the public. Some examples are: 1. Lack of decontamination facilities to protect staff from carcinogens and blood borne pathogens; 2. Lack of proper storage for sensitive protective turnout uniforms; 3. Lack of a holding area for arrestees; 4. No space for interviewing victims, children or suspects; 5. Inadequate area to process evidence; 6. No security in the police department; 7. No covered secure parking for patrol cars, which may delay response during inclement weather; 8. Living quarters in the fire station are not designed for mixed gender crews, limiting the number of female firefighters; and 9. Inadequate back-up generators to maintain operation in an emergency to name a few.

Architectural plans have been drawn to remodel the current fire station to address the deficiencies and to add the police department in a combined Public Safety Building. Shared space will increase efficiencies and a large training room will be available as a community room when not in use. This investment will modernize the facilities and bring them up to essential building standards. The remodeled building will serve the community for the next 30-50 years.

The cost of the project is estimated to be \$18 million. The Sunriver Owners Association currently owns the fire station and has agreed to transfer the building to the District for a nominal fee. The District will contribute \$3 million from reserves and Deschutes County has committed to contributing \$8 million over the next three years from the unallocated Transient Room Tax fund. The remaining \$7 million balance will be borrowed at a tax-exempt low interest rate.

Passage of this 10-year Capital Improvement Levy will service the debt of the loan. The rate of the levy will be \$.47 per \$1,000 assessed valuation of a property.

Respectfully submitted by
Sunriver Service District Managing Board

EXHIBIT "B"



SUNRIVER SERVICE DISTRICT

PO Box 2108, Sunriver, Oregon 97707-2108



NOTICE OF DISTRICT ELECTON

DATE OF ELECTION – May 17, 2022

CAPTION – Sunriver Service District 10-year Capital Improvement Levy

QUESTION – Shall the District levy a 10-year Capital Improvement tax at \$.47 per \$1000 starting in fiscal year 2022/23?

This measure may cause property taxes to increase more than three percent.

SUMMARY – The District will use the revenue from the Capital Improvement levy to service debt of a \$7 million tax-exempt, low interest loan needed to remodel the current fire station into a Public Safety Building in Sunriver. The building will house the fire, police and administrative departments. The total estimated cost of the project is \$18 million and the balance will be provided by the District and a grant from Deschutes County. The impact of the levy on a \$400,000 assessed valued home would be approximately \$15.67 per month or \$188.00 per year.

Approving the proposed levy will generate approximately \$799,793 in 2022-2023, approximately \$825,387 in 2023-2024, approximately \$851,799 in 2024-2025, approximately \$879,056 in 2025-2026, approximately \$907,186 in 2026-2027, approximately \$936,216 in 2027-2028, approximately \$966,175 in 2028-2029, approximately \$997,093 in 2029-2030, approximately \$1,029,000 in 2030-2031, and approximately \$1,061,928 in 2031-2032.

The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate and may reflect the impact of early payment discounts, compression and the collection rate.

Notice of Measure Election**SEL 803**rev 03/18 ORS 250.035,
250.041, 255.145, 255.345**District**

| Notice | | | |
|-----------------------|---------------------------|-----------------------------------|-------------------------|
| Date of Notice | Name of District | Name of County or Counties | Date of Election |
| | Sunriver Service District | Deschutes | May 17, 2022 |

Final Ballot Title The following is the final ballot title of the measure to be submitted to the district's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Sunriver Service District Ten-Year Local Option Levy

Question 20 words which plainly phrases the chief purpose of the measure.

Shall the District levy a 10-year Capital Improvement tax at \$.47 per \$1000 starting in fiscal year 2022/23?

This measure may cause property taxes to increase more than three percent.

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

The District needs to remodel and expand the Public Safety Building. The estimated cost for the remodel and expansion is \$18M. This proposed capital improvement project levy at \$0.47 per \$1000 of assessed value will generate approximately \$799,793 in 2022-2023, approximately \$825,387 in 2023-2024, approximately \$851,799 in 2024-2025, approximately \$879,056 in 2025-2026, approximately \$907,186 in 2026-2027, approximately \$936,216 in 2027-2028, approximately \$966,175 in 2028-2029, approximately \$997,093 in 2029-2030, approximately \$1,029,000 in 2030-2031, and approximately \$1,061,928 in 2031-2032.

The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of estimate and may reflect the impact of early payment discounts, compression and the collection rate.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:

- any measure referred by the district elections authority; **or**
→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached? Yes No

Authorized District Official Not required to be notarized.

| | |
|-------------------------------------|----------------------|
| Name | Title |
| Patti Adair | BOCC, Chair |
| Mailing Address | Contact Phone |
| 1300 NW Wall Street, Bend, OR 97703 | 541-388-6565 |

By signing this document:

- I hereby state that I am authorized by the district elections authority to submit this Notice of Measure Election; **and**
→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature

Date Signed

EXPLANATORY STATEMENT FOR COUNTY VOTER’S PAMPHLET (2022)

Ballot Title Caption: Sunriver Service District 10-year Capital Improvement Levy

Measure Number: _____ Word Total (500 Maximum) _____



(Explanatory statement shall be typed)

A yes vote on the 10-year Capital Improvement levy will allow the Sunriver Service District to proceed with a Public Safety Building project, leveraging an \$8 million grant from Deschutes County.

The Sunriver Service District (the “District”) was created in 2002 to provide police, fire and emergency medical services to Sunriver. The Sunriver community is a combination of full-time residents, vacation homes and visiting tourists. The police and fire departments ensure safety through quick response and professional staff. In addition to daily response to calls for service, the departments are diligent in emergency preparedness. Wildfire risk is the greatest threat to the area and both departments are active in preparation, training and collaboration with partner agencies.

The police and fire facilities are inadequate and do not meet the standards of an “Essential Facility” nor the National Fire Protection Agency (NFPA) standards. The fire station was built in 1995 and the police department is housed in an office space. Many deficiencies exist that compromise the health and safety of employees and the public. Some examples are: 1. Lack of decontamination facilities to protect staff from carcinogens and blood borne pathogens; 2. Lack of proper storage for sensitive protective turnout uniforms; 3. Lack of a holding area for arrestees; 4. No space for interviewing victims, children or suspects; 5. Inadequate area to process evidence; 6. Lack of security that limits intruder access to the police department; 7. No covered secure parking for patrol cars which may delay response during inclement weather; 8. Living quarters in the fire station that are not designed for mixed gender crews limiting the number of female firefighters; and 9. Inadequate back-up generators to maintain operation in an emergency.

The most cost-effective option, while maintaining quick response times, is to remodel of the current fire station. Architectural plans have been drawn to address the deficiencies and add the police department in a combined Public Safety Building. Shared space will increase efficiencies and a large training room will be available as a community room when not in use. This investment will modernize the facilities and bring them up to essential building standards. The remodeled building will serve the community for the next 30-50 years.

The cost of the project is estimated to be \$18 million. The Sunriver Owners Association currently owns the fire station and has agreed to transfer the building to the District for a nominal fee. The District will contribute \$3 million from reserves and Deschutes County has committed to contributing \$8 million over the next three years from the unallocated Transient Room Tax fund. The remaining \$7 million balance will be borrowed at a tax-exempt low interest rate.

The 10-year Capital Improvement Levy will service the debt of the loan and the rate will be \$.47 per \$1,000 assessed valuation of a property in Sunriver. The impact to a \$400,000 assessed valued property is \$188 per year, or \$15.67 per month.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 9, 2022

SUBJECT: SunWest Builders Notice of Intent to Award

RECOMMENDED MOTION:

Move approval of Document No. 2022-183 Notice of Intent to Award Contract to SunWest Builders for the North County Campus project.

BACKGROUND AND POLICY IMPLICATIONS:

SunWest Builders to provide Construction Manager/General Contractor services for the North County Campus at 236 and 244 Kingwood in Redmond, Oregon. The initial contract for preconstruction services is for \$21,000. Once design is complete, the contractor will provide a Guaranteed Maximum Price (GMP) for construction services which will be incorporated into the contract by means of an amendment.

Pre-Construction services will include but are not limited to: schematic design estimate, constructability reviews, design review options (review/input/pricing), design development estimate, project schedule analysis & updates, site investigations, logistics planning, modeling & phasing plans, subcontractor bidding process, permitting assistance, GMP, etc.

A publicly advertised request for proposals for a Construction Manager/General Contractor was conducted in accordance with DCC 2.37 and ORS 279C.337. Five firms responded with three proceeding to the interview round. SunWest was the highest scoring firm in the interview round and was selected by a committee made up of staff from Facilities, Health Services and the design team.

BUDGET IMPACTS:

If approved, the County will enter into a contract with SunWest Builders for \$21,000 for preconstruction services.

ATTENDANCE:

Whitney Hale, Deputy County Administrator
Jessica Campbell, Administrative Analyst



BOARD OF COUNTY COMMISSIONERS

February 09, 2022

Sent via electronic mail & first class mail

SunWest Builders
Attn: Steve Buettner
2642 S.W. 4th Street
Redmond, Oregon 97756
steveb@sunwestbuilders.com

RE: Contract for Deschutes County – North County Campus

NOTICE OF INTENT TO AWARD CONTRACT

On February 09, 2022, the Board of County Commissioners of Deschutes County, Oregon, considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was SunWest Builders, Redmond, Oregon.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon at Deschutes Services Building, 1300 NW Wall Street, Bend Oregon, 97703. . **The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, February 16, 2022.**

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

Document # 2022-183

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

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625, Fax (541) 383-0496; or email to 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.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

Enclosure:
OAR 137-047-0610

cc w/ enclosure:

Skanska USA Building Inc.
2275 NE Doctors Drive, Suite 3
Bend, OR 97701
Robert.moro@skanska.com

Kirby Nagelhout Construction Co.
63049 Lower Meadow Dr.
Bend, OR 97701
jeffd@kirbynagelhout.com

Griffin Construction, LLC
1411 NW Murphy Court
Prineville, OR 97754
samuel@griffinconstructionllc.com

Pence Construction
1051 NW Bond Street, Suite 310
Bend, OR 97701
john.williamson@pence.net

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: February 9, 2022

Department: Facilities

Contractor/Supplier/Consultant Name: SunWest Builders

Contractor Contact: Steve Beuttner

Contractor Phone #: 541-548-7341

Type of Document: Notice of Intent to Award

Goods and/or Services: Construction Manager/General Contractor Services

Background & History:

SunWest Builders to provide Construction Manager/General Contractor services for the North County Campus at 236 and 244 Kingwood in Redmond, Oregon. The initial contract for preconstruction services is for \$21,000. Once design is complete, the contractor will provide a Guaranteed Maximum Price (GMP) for construction services which will be incorporated into the contract by means of an amendment.

Pre-Construction services will include but are not limited to: schematic design estimate, constructability reviews, design review options (review/input/pricing), design development estimate, project schedule analysis & updates, site investigations, logistics planning, modeling & phasing plans, subcontractor bidding process, permitting assistance, GMP, etc.

A publicly advertised request for proposals for a Construction Manager/General Contractor was conducted in accordance with DCC 2.37 and ORS 279C.337. Five firms responded with three proceeding to the interview round. SunWest was the highest scoring firm in the interview round and was selected by a committee made up of staff from Facilities, Health Services and the design team.

Agreement Starting Date: February 28, 2022 **Ending Date:** March 31, 2023

Annual Value or Total Payment: \$21,000

Insurance Certificate Received (check box)
Insurance Expiration Date: N/A

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No)

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

Departmental Contact and Title: Lee W. Randall, Director **Phone #:** 541-617-4711

Department Director Approval: _____
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number: 2022-183

Deschutes County – North County Campus
CM/GC Scoring Matrix

PROPOSAL SCORING

| RFP Response Totals Summary | |
|-----------------------------|-----|
| Proposer 1 – Griffin | 294 |
| Proposer 2 – KNCC | 317 |
| Proposer 3 – Pence | 355 |
| Proposer 4 – Skanska | 345 |
| Proposer 5 – SunWest | 343 |

INTERVIEW SCORING

| Interview Totals Summary | |
|--------------------------|-----|
| Interview 1 – Pence | 361 |
| Interview 2 – Skanska | 306 |
| Interview 3 – SunWest | 370 |

OAR 137-047-0610**Notice of Intent to Award**

(1) Notice of Intent to Award. The Contracting Agency shall provide Written notice of its intent to Award to all Bidders and Proposers pursuant to ORS 279B.135 at least seven (7) Days before the Award of a Contract, unless the Contracting Agency determines that circumstances justify prompt execution of the Contract, in which case the Contracting Agency may provide a shorter notice period. The Contracting Agency shall document the specific reasons for the shorter notice period in the Procurement file.

(2) Finality. The Contracting Agency's Award shall not be final until the later of the following:

(a) The expiration of the protest period provided pursuant to OAR 137-047-0740; or

(b) The Contracting Agency provides Written responses to all timely-filed protests denying the protests and affirming the Award.

Statutory/Other Authority: ORS 279A.065 & 279B.135

Statutes/Other Implemented: ORS 279B.135



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 9, 2022

SUBJECT: Construction Manager/General Contractor Findings of Fact for the Deschutes County Courthouse Expansion Project

RECOMMENDED MOTION:

Move approval of Document No. 2022-162 Construction Manager/General Contractor Findings of Fact for the Deschutes County Courthouse Expansion Project.

BACKGROUND AND POLICY IMPLICATIONS:

Project development for the Courthouse Expansion project is currently underway. This Findings of Fact establishes the basis for the use of the Construction Manager/General Contractor method of contracting as an alternative method due to current market conditions which include labor shortages, global and local supply chain issues; the significant number of local public projects slated for construction over the coming year; and the size and complexity of the project. The Facilities Department is seeking to utilize CM/GC services, an alternative method of contracting, based on the attached Findings of Fact.

BUDGET IMPACTS:

No budget impact at this time. If approved, this alternative, qualifications-based method would be used to select a CM/GC which would participate in the project design and solicit competitive bids for sub-contractor scopes of work and would manage and deliver the construction of the project. This is a multi-year project that is budgeted for FY 2022 in Campus Improvements Fund 463.

ATTENDANCE:

Whitney Hale, Deputy County Administrator
Jessica Campbell, Administrative Analyst

DESCHUTES COUNTY, Bend Oregon

FINDINGS OF FACT

Doc #2022-162

For Exemption from Competitive Bidding and the Use of the Construction Manager/General Contractor (CM/GC) Services of Contracting for

for

Deschutes County – Courthouse Expansion Project

1. General

ORS 279C.335(2) permits a local contracting agency to exempt public improvement projects from traditional competitive bidding upon approval of Findings of Fact (“Findings”) showing that an alternative contracting process is a) unlikely to encourage favoritism or diminish competition and that b) the process will result in substantial benefit to the local contracting agency.

ORS 279C.400 – ORS 279C.410 describe the Request for Proposals method of solicitation as an alternative to traditional competitive bidding. Pursuant to ORS 279C.410(8), a public Agency using the Request for Proposals method may award a contract to the responsible proposer “whose proposal is determined in writing to be the most advantageous to the contracting agency based on the evaluation factors set forth in the request for proposals and, when applicable, the outcome of any negotiations authorized by the request for proposals.”

ORS 279C.330 defines “Findings” and identifies specific information to be provided as a part of Deschutes County’s justification. Under ORS 279C.335(5) a public hearing must be held before the findings are adopted, allowing an opportunity for interested parties to comment on the draft findings.

2. General

The current regional and local construction market is navigating unprecedented challenges, including labor shortages, global – local supply chain issues, as well as multiple public projects slated for construction over the coming year.

In consideration of these circumstances, Deschutes County Facilities seeks to utilize CM/GC Services, an alternative method of contracting, based on the Findings of Fact presented herein.

FINDINGS OF FACT

SUMMARY FINDINGS

1. **Competition will not be diminished.** This exception will likely encourage more competition in this tight market, rather than diminish competition. The Request for Proposals selection process will be competitive based on relevant selection criteria, will be publicly advertised, and will be open to all interested proposers as described in the findings below.
2. **This process will attract more contractors in this currently tight market.** This exemption will result in attracting more contractors in this tight market and result in better construction costs. Also, value will be added to the project and outcomes that would not otherwise be obtained under the standard design-bid-build process, especially in these current market conditions.

SPECIFIC FINDINGS, WHICH SUPPORT THE SUMMARY FINDINGS, ARE AS FOLLOWS:

1. **The CM/GC will be selected through a competitive process in accordance with the qualifications-based selection process authorized by Deschutes County Board of Commissioners. Therefore, it is unlikely that the awarding of the construction contract for the Project will encourage favoritism or substantially diminish competition. This finding is supported by the following:**
 - A. **SOLICITATION PROCESS:** Pursuant to ORS 279C.360, the CM/GC solicitation will be advertised at least once in the Daily Journal of Commerce, as well as The Bulletin to maximize exposure.

The CM/GC proposals and interviews will be rated based on a predetermined list of criteria as required by ORS 279C.337 and the Attorney General's Model Contract Rules. The County will enter into contract negotiations with the highest-ranking firm. Should negotiations fail, the County will have the right to negotiate with the second highest-ranking firm.
 - B. **FULL DISCLOSURE:** To ensure full disclosure of all information, the Request for Proposals solicitation package will include:
 - a. Detailed Description of the Project
 - b. Contractual Terms and Conditions
 - c. Selection Process
 - d. Evaluation Criteria
 - e. Role of Selection Committee
 - f. Provisions for Comments
 - g. Complaint Process and Remedies Available
 - C. **COMPETITION:** As outlined below, the County will follow processes which maintain competition in the procurement of a CM/GC.

- a. The County anticipates that competition for this contract will be similar to that experienced in other Projects of this type. The competition will remain open to all qualifying proposers.
- b. The selection and solicitation process employed will be open and impartial. Selection will be made on the basis of final proposal scores derived from qualifications, price and other components, which expand the ground of competition beyond price alone to include experience, quality, and approach to market conditions.
- c. The competitive process used to award subcontracts for all competitively bid construction work will be specified in the CM/GC contract and will be monitored by the County. The County will designate in the contract the proposed percentage of construction work that must be subcontracted and may not be self-performed by the CM/GC. The CM/GC contract will comply with the subcontractor competition requirements in ORS 279C.337.

D. SELECTION PROCESS: Other highlights of the selection process will include:

- a. A mandatory Pre-Proposal Conference and Site Tour will be announced and held. This conference will be open to all interested parties. During this Pre-Proposal Conference, as well as any time prior to five (5) business days before the close of the solicitation, interested parties will be able to ask questions, request clarifications and suggest changes in the solicitation documents if such parties believe that the terms and conditions of the solicitation are unclear, inconsistent with industry standards, or unfair and unnecessarily restrictive of competition.
- b. The evaluation process will determine whether a proposal meets the screening requirements of the RFP, and to what extent. The following process will be used:
 - i. Proposals will be evaluated for completeness and compliance with the screening requirements of the RFP. Those proposals that are materially incomplete or non-responsive will not be accepted.
 - ii. Proposals considered complete and responsive will be evaluated to determine if they meet and comply with the qualifying criteria of the RFP. If a proposal is unclear, the proposer may be asked to provide written clarification. Those proposals that do not meet all requirements will be rejected.
 - iii. Proposals will independently be scored by the voting members of the Selection Committee. Scores will then be combined and assigned to each proposal.
 - iv. The Selection Committee will convene to select from the highest-scoring proposers, a finalist(s) for formal interviews.
 - v. The Selection Committee will conduct the interview/s with the short-listed proposer/s.
 - vi. The Selection Committee will use the interview to confirm the scoring of the proposal and to clarify any questions. Based upon the revised scoring, the Selection Committee will rank the proposers, and provide an award recommendation.
 - vii. Deschutes County will negotiate a contract with the top-ranked firm. If an agreement cannot be reached, the County will have the option to enter into an agreement with the second-ranked firm, and so forth.

- c. Competing proposers will be notified in writing of the selection of the apparent successful proposer and will be given seven (7) calendar days after receipt of the notice to file any questions, concerns, or protests about the selection process. Protests will be subject to the requirements of the OAR 137-049-0450, must be in writing, and must be delivered to the County within seven (7) calendar days after receipt of the selection notice. No protest of the award selection shall be considered after this time period.
- d. The contract achieved through this process will require the CM/GC to use an open competitive selection process to bid all components of the job. The CM/GC's general conditions and fee make-up of the total cost will be evaluated as one of the scoring criteria. General Conditions must include supervision, bonding, insurance, and mobilization, and must be within the current industry standard range. The CM/GC's fee must be within the industry's standard range for a project of this size. The entire value of the project will be awarded through open, competitive processes, at either the general contractor and/or the subcontractor level.

2. The awarding of a construction contract for the Project using CM/GC method would offer the County critical construction expertise and value to the Project. This finding is supported by the following information required by ORS 279C.335(2)(b) and ORS 279C.330.

- A. SPECIALIZED EXPERTISE:** Early selection of the CM/GC creates more informed, better quality decision making by the project team. A more efficient design and construction team saves the County money and helps the team anticipate and mitigate challenges in the current construction market.

This exemption will allow Deschutes County to proactively seek construction and constructability expertise during the design process, well in advance of the standard competitive bid timeline, to address the complexities of existing conditions and the current construction market, to help inform the best decisions on behalf of the County. Value will be added to the Project, via early and time-critical construction expertise, that could not otherwise be obtained to the same depth, duration, or quality.

- a. **COORDINATION:** Use of a CM/GC in conjunction with the team approach will result in a better coordinated Project. By having the CM/GC part of the project team early, the CM/GC will have time to fully evaluate and understand the existing facilities and systems, along with the intended design direction prior to start of construction. This information will inform design direction and approach to site logistics and safety and security measures during construction.
- b. The CM/GC clarifies several critical variables valuable to the Project design. The CM/GC will guarantee the maximum price (GMP) to complete the Project; determines the construction schedule; establishes the sequence of work; is contractually bound to implement the final Project design within the GMP; and participates as an essential member of the Project design and construction team. By utilizing the Request for Proposal selection process, which allows the County to consider factors such as experience and expertise in addition to price, the County will ensure that the selected CM/GC will be competent addition to the team.

The CM/GC would help assess material selections relative to lead time issues, best opportunities to secure subcontractors and labor for trade coverage, better pricing, and will

help discuss and/or adjust the work plan to address project and construction market needs. This component cannot be addressed by the usual design/bid/build method of construction because selection is typically based on the lowest bidder and occurs at the completion of the design process.

- c. **CONSTRUCTION COORDINATION:** A CM/GC participating on this Project would provide timely assistance and support to the development of the design and the most suitable approach to accommodate existing infrastructure and safety for the adjacent tenant.
- d. **MARKET CONDITIONS:** As well as the multitude of construction market factors that currently exist today in Oregon and Washington (e.g., supply chain and lead time issues, construction labor shortages, significant competition of and with other projects), the difficulty in establishing the best work sequence complicates our ability to accurately estimate the cost of this Project. The current construction market challenges the interest and capacity for contractors to bid for jobs. CM/GC Services, an alternative contracting method, will be more likely to result in a more experienced and better suited contractor for this Project than the usual competitive/low bid procurement.

B. OPERATIONAL, BUDGET, FINANCIAL DATA

- a. **BUDGET:** The County has a fixed budget available for the Project, as well as a desired “as soon as possible” project delivery date. Early reliable pricing provided by the CM/GC, as well as scheduling and procuring help with long lead items during the design phase will allow for the potential to mitigate later related challenges.
- b. **LONG TERM COSTS:** The Project will require expertise regarding the constructability and long-term cost/benefit analysis of innovative design. This knowledge is best obtained directly from the construction industry. Many decisions will be required during the design process that will encompass immediate feedback on constructability and pricing. Under the traditional design-bid-build process, there is a high risk of increased change orders and schedule impacts for Project of this size and complexity. Since there are significant costs associated with delay, time is of the essence. Because the contractor participates during the design phase, the CM/GC process will assist in providing a scope of work, constructible design and phasing solutions that best meet the requirements of the Project with significantly lower risk to the Project’ costs. Involving the CM/GC during design will also allow Project risks to be addressed early and teamwork between the County, the design consultants, and the construction contractor (CM/GC) to minimize those risks.
- c. **FEWER CHANGE ORDERS:** When the CM/GC participates in the design process, fewer change orders occur during project construction. This is due to the CM/GC’s better understanding of the owner’s needs, the existing building and the architectural and engineering team’s intent. As a result, the Project is more likely to be completed on time and within budget. In addition, fewer change orders reduce the administrative time and costs of project management for both the County and the contractor.
- d. **GMP CHANGE ORDERS COST LESS:** CM/GC change orders will be processed at a lower cost under the GMP. The design-bid-build method typically results in the contractor charging 15%+ markup on construction change orders. The GMP method applies lower predetermined markups.

- e. **POTENTIAL SAVINGS:** Under the GMP method the County will enjoy the full savings, if actual costs are below the GMP. When the CM/GC completes the Project, any savings between the GMP and the actual cost accrue to the County.
- f. **CONTRACTOR'S FEE IS LESS:** Contracts with CM/GC's are designed to create a better working relationship with the contractor. Consequentially, the overhead and profit fee is typically slightly lower than the fee anticipated on similar design-bid-build contracts.

C. ADDITIONAL PUBLIC BENEFITS

- a. **TIME SAVINGS:** The use of CM/GC as an alternative contracting method allows for more streamlined construction documents, in lieu of a fully bid set where everything needs to be documented for pricing. This will help streamline the project and the completion date.
- b. **COST SAVINGS:** The Project will benefit from the active involvement of a CM/GC contractor during the design process in the following ways:
 - i. The contractor's input regarding material availability and lead times, as well as the cost-effectiveness of various alternatives will guide the design toward the most economic choices.
 - ii. Consideration of the specific equipment available to the contractor will allow the designer to implement solutions that utilize the capacity and availability of that equipment.
 - iii. The contractor will be able to provide current and reliable information regarding the cost of materials that are experiencing price volatility and the availability of scarce materials.
 - iv. The contractor will also be able to order materials while design is being completed in order to avoid inflationary price increases and/or lead time issues, to mitigate the lead-times that may be required for scarce materials.
- c. **GUARANTEED MAXIMUM PRICE (GMP) ESTABLISHES A MAXIMUM PRICE PRIOR TO COMPLETION OF DOCUMENTS:** The CM/GC will be able to obtain a complete understanding of the County's needs, the architect's design intent, the scope of the Project, and the operational needs of the Project by participating in the construction document phase. With the CM/GC participating in this phase they will be able to offer suggestions for improvement and make suggestions that will reduce costs. With the benefit of this knowledge, the CM/GC will also be able to guarantee a maximum price to be paid by the County for constructing the Project.

D. VALUE ENGINEERING

- a. **WITH THE DESIGN-BID-BUILD PROCESS:** If the County were to utilize the design-bid-build method, the contractor would not participate in this evaluation. In conducting value engineering under the design-bid-build approach, a value engineering consultant is hired to participate in the design and cost evaluation process. This process adds extra costs and administrative complications, without providing the same benefits of early and committed through construction contractor participation.
- b. **WITH CM/GC:** The CM/GC process offers a unique opportunity for value engineering that is not possible through the design-bid-build process. Value engineering is the means used to determine the best project design that meets the needs and priorities of the owner, within the

owner's budget. Value engineering is done most effectively by a team consisting of the owner, architect, consultants, and the contractor. When the contractor participates, the team can render the most comprehensive evaluation of all factors that affect the cost, quality, and schedule of the project.

- i. The CM/GC method has the benefit of:
- the ability to best set/anticipate the schedule within these current market conditions;
 - the ability to anticipate long lead items and how to best gain subcontractor commitment to this project,

Through integrated participation, a project's scope and design evolve that has greater value for the owner, and is not likely to be the same project or product created by the design-bid-build method.

CONCLUSIONS OF LAW

The above "Findings" show that the CM/GC process for the Construction of the Deschutes County Courthouse Expansion project complies with the requirements of ORS 279C.335(2) for exemption of the project from competitive bidding.

PROPOSED ORDER

ORDER GRANTING EXEMPTION FROM COMPETITIVE BIDDING, AUTHORIZING THE CONSTRUCTION OF THE Deschutes County Courthouse Expansion PROJECT BY MEANS OF A CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND AUTHORIZING SELECTION BY REQUEST FOR PROPOSAL

WHEREAS, the Board of County Commissioners of Deschutes County is the Local Contract Review Board for the County and in that capacity has authority to exempt certain contracts from competitive bidding requirements of 279C and associated county code provision, and

WHEREAS, the Board has determined that the Construction of the Deschutes County Courthouse Expansion Project should be constructed by a CM/GC.

The Board finds as follows:

1. The Board adopts the specific "Findings of Fact" set forth above.
2. The "Findings" show that an exemption from competitive bidding for the project complies with the requirements of ORS 279C.335 (2) and the Attorney General's Model Contract Rules, OAR 137-049-0630 (2) for exemption of the project from competitive bidding.

NOW, THEREFORE, the Board of Commissioners orders as follows:

The contract for the construction of the Deschutes County Courthouse Expansion Project in Bend, Oregon by a Construction Manager/General Contractor is exempted from competitive bidding and the CM/GC shall be selected by the Request-for-Proposals method in accordance with the Attorney General's Model Contract Rules and the process described in the above findings.

Dated this ____ of _____, 2022

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: February 9, 2022

Department: Facilities

Contractor/Supplier/Consultant Name: n/a

Contractor Contact: n/a

Contractor Phone #: n/a

Type of Document: Findings of Fact

Goods and/or Services: n/a

Background & History:

Project development for the Courthouse Expansion project is currently underway. This Findings of Fact establishes the basis for the use of the Construction Manager/General Contractor method of contracting as an alternative method due to current market conditions which include labor shortages, global and local supply chain issues; the significant number of local public projects slated for construction over the coming year; and the size and complexity of the project. The Facilities Department is seeking to utilize CM/GC services, an alternative method of contracting, based on the attached Findings of Fact.

Agreement Starting Date: February 9, 2022 **Ending Date:** n/a

Annual Value or Total Payment: N/A

Insurance Certificate Received (check box)
Insurance Expiration Date: N/A

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No)

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

Departmental Contact and Title: Lee W. Randall, Director

Phone #: 541-617-4711

Department Director Approval: _____
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number: 2022-162



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 2/9/2022

SUBJECT: Intergovernmental Agreement with Oregon Youth Authority for Expunction of Juvenile Records

RECOMMENDED MOTION:

Move approval of authorization for chair's signature on Deschutes County Document #2022-167. Signature is needed on Document Return Statement and signature page 11 of 16.

BACKGROUND AND POLICY IMPLICATIONS:

Senate Bill 575 was passed in the regular legislative session in 2021. The bill modified procedure for expunction of certain juvenile records. It directs juvenile departments to initiate statutory expunction process for juvenile records relating to contact that did not result in referral to juvenile court. The bill directs the Juvenile Department to apply for expunction of juvenile records if the juvenile had contact with the Juvenile Department but was never found to be under jurisdiction of juvenile court.

The State has provided funding through Oregon Youth Authority to help pay for the cost incurred by the departments processing the expunctions. The approved estimated cost for the additional work brought forward by SB 575 is \$206.15 per qualified expunction. Through this agreement, Oregon Youth Authority will reimburse the Juvenile Department at the approved rate for each qualified expunction processed.

BUDGET IMPACTS:

Not to exceed: \$173,990.60 (over 2 years)

During the month of January 2022 – Juvenile processed 20 qualified expunctions under the criteria. Based on this workload and assuming that this remains fairly constant, we estimate reimbursement around \$100,000 dollars for the duration of the agreement.

ATTENDANCE:

*Michele Winters, Management Analyst (Juvenile)
Trevor Stephens, Business Manager (Community Justice)*

DESCHUTES COUNTY DOCUMENT SUMMARY

02/09/2022 Item #12.

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

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

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Contractor Phone #:

Type of Document: Expunction of Juvenile Records Intergovernmental Agreement #14815 (Deschutes County Doc #2022-167)

Goods and/or Services: This Intergovernmental Agreement covers the 2022-24 biennium, for which the county is allocated a maximum compensation of \$173,990.60 for costs associated with the expunction of juvenile records per Senate Bill 575.

Background & History: Senate Bill 575 (2021) contains new requirements for expunctions of juvenile records. SB 575 has a financial impact for the county to complete new work required by this legislation. The approved estimated cost for the additional work brought forward by SB 575 is \$206.15 per qualified expunction. Through this agreement, Oregon Youth Authority will reimburse the county at the approved rate for each qualified expunction processed by the county.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

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

Funding Source: (Included in current budget? Yes No)

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

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

Special conditions attached to this grant:

1/31/2022

Deadlines for reporting to the grantor:

The Juvenile Department shall send monthly invoices to Oregon Youth Authority but no later than quarterly, for qualified expunctions processed under Senate Bill 575. The Juvenile Department must submit its final invoice to Oregon Youth Authority no later than 60 days after the termination or expiration date of the agreement.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:

Name: Laura Ward
Phone #: (971) 301-1138

Departmental Contact and Title: Michele Winters, Management Analyst
Phone #: (541) 385-1722

Department Director Approval:  1.31.22
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one):

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

Legal Review _____ Date _____

Document Number



Oregon

Kate Brown, Governor

**Oregon Youth Authority
Procurement Unit**
530 Center Street NE, Suite 500
Salem, Oregon 97301
Voice: (503) 373-7330
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

January 31, 2022

Re: Contract# 14815 hereafter referred to as "Contract."

Please complete and return the following documents:

- This Document Return Statement
- Completed signature page(s)

Note: If you have any questions or concerns with the above referenced Contract, please feel free to contact Susanna Ramus, Contract Specialist at 971-301-0918.

Please complete the following:

I _____,
(Name) (Title)

received a copy of the above referenced Contract, consisting of 16 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Deschutes County** by email from OYA Procurement Unit on the date listed above.

On _____, I signed the electronically transmitted Contract without change.
(Date)

(Authorized Signature)

(Date)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

**INTERGOVERNMENTAL AGREEMENT
EXPUNCTION OF JUVENILE RECORDS**
Agreement No. 14815



This Agreement is between the State of Oregon acting by and through its **Oregon Youth Authority** ("Agency") and **Deschutes County**, ("Local Government"), each a "Party" and, together, the "Parties."

SECTION 1: AUTHORITY

This Agreement is issued pursuant to ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to enter into this agreement in order to allow Agency to provide County with compensation for costs associated with the expunction of juvenile records.

SECTION 2: BACKGROUND AND PURPOSE

The mission of the Oregon Youth Authority ("OYA") is to protect the public and reduce crime by holding youth accountable and providing opportunities for reformation in safe environments. Youth are committed to state custody as a result of criminal acts in one of Oregon's 36 counties. Youth may remain in OYA custody until a maximum age of 25 years. OYA provides a continuum of services and sanctions including: parole and probation services, residential and foster care services, individualized treatment and support, juvenile crime prevention programs, and secure close-custody facilities for youth who represent an unacceptable risk to the public. OYA currently serves approximately 600 youth in state owned and operated close-custody facilities and an additional 900 youth on parole or probation.

SECTION 3: EFFECTIVE DATE AND DURATION

Upon execution by all Parties and receipt of all required approvals, this Agreement is effective on **January 2, 2022** ("Effective Date"), and terminates on **January 1, 2024**, unless terminated earlier in accordance with Section 18.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1. Agency's Authorized Representative is:

Laura Ward, Community Services Program Analyst
530 Center Street NE, Suite 500, Salem, OR 97301
Phone: 971-301-1138
Email: Laura.Ward@oya.oregon.gov

4.2. Local Government’s Authorized Representative is:

Patti Adair, Deschutes County Commissioner Chair
1300 NW Wall Street; Bend, OR 97701
Phone: 541-330-6570
Email: Patti.Adair@deschutes.org

4.3. A Party may designate a new Authorized Representative by written notice to the other Party without the need for formal amendment.

SECTION 5: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence:

This Agreement less all exhibits;

- Exhibit A – Statement of Work;
- Exhibit B – Insurance; and
- Exhibit C– Miscellaneous Provisions.

All exhibits by this reference are hereby made part of this Agreement.

SECTION 6: RESERVED

SECTION 7: RESPONSIBILITIES OF EACH PARTY

- 7.1. The Parties will follow the Statement of Work attached as Exhibit A, Statement of Work.
- 7.2. Agency shall pay Local Government as described in Section 8 titled “Compensation.”

SECTION 8: COMPENSATION

- 8.1. **Not to Exceed Compensation.** The maximum, not-to-exceed compensation payable to Local Government under this Agreement, which includes any allowable expenses, is **\$173,990.60**. Agency will pay Local Government according to the invoicing terms listed in Exhibit A- Statement of Work. Agency will not pay Local Government any amount in excess of the not-to-exceed compensation of this Agreement.
- 8.2. **Payments.** Payments, including interim payments, to Local Government will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A, Statement of Work.

SECTION 9: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 9.1. Local Government is a political subdivision of the State of Oregon duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

- 9.2. The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 9.3. This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 9.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 9.5. Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 10: 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 Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 11: OWNERSHIP OF WORK PRODUCT

11.1. As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 11.1.1. **"Local Government Intellectual Property"** means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 11.1.2. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than Local Government or Agency.
- 11.1.3. **"Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 11.2. All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 11.3. If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce,

prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

- 11.4. If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 11.5. If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 12: CONTRIBUTION

- 12.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section with respect to the Third Party Claim.
- 12.2. With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3. With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in

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

SECTION 13: LOCAL GOVERNMENT DEFAULT

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

- 13.1. Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2. Any representation, warranty, or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3. Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4. A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any

of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

15.1. In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government’s expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

15.2. In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 18.3.3, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, 18.2.3, or 18.2.5, Local Government’s sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

SECTION 16: RECOVERY OF OVERPAYMENTS

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

SECTION 17: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 18: TERMINATION

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

18.2. Agency may terminate this Agreement as follows:

- 18.2.1. Upon 30 days advance written notice to Local Government;
- 18.2.2. Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 18.2.3. Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
- 18.2.4. Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
- 18.2.5. As otherwise expressly provided in this Agreement.

18.3. Local Government may terminate this Agreement as follows:

- 18.3.1. Upon 45 days advance written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
- 18.3.2. Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
- 18.3.3. Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
- 18.3.4. As otherwise expressly provided in this Agreement.

18.4. Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 19: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 20: NONAPPROPRIATION

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

SECTION 21: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties unless otherwise expressly provided within this Agreement.

SECTION 22: NOTICE

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

SECTION 23: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 11, 12, 16, 17, and 23 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 24: SEVERABILITY

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

SECTION 25: COUNTERPARTS

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

SECTION 26: COMPLIANCE WITH LAW

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

SECTION 27: INDEPENDENT CONTRACTORS

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

SECTION 28: INTENDED BENEFICIARIES

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

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

SECTION 31: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

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

SECTION 35: HEADINGS

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

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

SIGNATURE OF LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE

Authorized Signature: _____ Date: _____

By (Insert Name and Title): _____

SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

Amber Forster, Designated Procurement Officer/Chief Financial Officer

Signatures continued on the following page

ATTORNEY GENERAL: Approved for Legal Sufficiency

By: _____ Date: _____
Name:

PROCUREMENT UNIT: Reviewed by Contract Specialist

By: _____ Date: _____
Name: Susanna Ramus

AGREEMENT ADMINISTRATOR: Reviewed and Approved

By: _____ Date: _____
Name: Laura Ward

EXHIBIT A
Statement of Work

SB 575 (2021) contains new requirements for expunctions of juvenile records. SB 575 would have a financial impact for Local Government to complete new work required by this legislation. Agency has analyzed the associated costs and determined an estimated cost for additional work brought forward by SB 575 as described below. Through this Agreement, Agency will reimburse Local Government a flat rate per Qualified Expunction, as defined below and according to the compensation details listed in Section 2 of this Exhibit.

Agency considers the following Juvenile Records expunctions to be qualified for reimbursement ("Qualified Expunctions"):

- Expunctions described in Section 2(2)(a) of SB 575, and
- Expunctions described in Section 6, Subsection 2(a)(A) of SB 575.

1. RESPONSIBILITIES OF EACH PARTY

1.1. Local Government Responsibilities:

- 1.1.1. Complete Qualified Expunctions.
- 1.1.2. Submit a monthly Billing Report for Qualified Expunctions to Agency according to the requirements listed below. The Billing Report must:
 - Be generated using the BIS Report through the Juvenile Justice Information System (JJIS).
 - List the total number of Qualified Expunctions that were processed during the previous month.
 - Include the anonymized youth Identification number created by JJIS for the Report and shall not include any juvenile identifying information.
 - Be submitted according to the requirements listed in Section 3 of this Exhibit.

1.2. Agency Responsibilities:

- 1.2.1 On the date that the youth becomes eligible for expunction under either Section 2(2)(a), or Section 6, Subsection 2(a)(A), provide Local Government with a Business Intelligence Systems (BIS) report ("Expunction Report") notifying Local Government of youth's eligibility.
- 1.2.2 Review the submitted Billing Report submitted with the invoice and provide reimbursement to Local Government within 45 days of receipt of the invoice, at the rate listed in Section 2.1 of this Exhibit, for Qualified Expunctions completed and listed on the Billing Report.

1.3. Acceptance Criteria and Process

Agency will reimburse Local Government following Agency's approval of Local Government's invoice submitted to Agency for Qualified Expunctions in accordance with

the terms and conditions of this Agreement. Agency will consider the Services complete when the final Billing Report is received from Local Government under this Agreement.

2. COMPENSATION. The total not to exceed amount available for payment to Local Government is as follows:

| | |
|--|---------------------|
| Services (Exhibit A, Section 1.1, Local Government Responsibilities) | \$173,990.60 |
| Total Not to Exceed Amount for this Agreement | \$173,990.60 |

2.1. Method of Payment for Services

Agency will reimburse Local Government at the rate of **\$206.15** per Qualified Expunction.

3. Invoices

3.1. Local Government shall send monthly invoices to Agency as soon as possible but no later than quarterly, for Services completed and Goods delivered and accepted by Agency in accordance with Exhibit A, Section 1. Local Government shall include on each invoice:

- 3.1.1. Agreement number
- 3.1.2. Billing Report
- 3.1.3. Payment address

3.2. Local Government shall send all invoices to Agency’s Agreement Administrator at the address specified on page one of this Agreement or to any other address as Agency may indicate in writing to Local Government. Local Government’s claims to Agency for overdue payments on invoices are subject to ORS 293.462.

3.3. If payments to Local Government by the Agency under this Agreement, or under any other agreement between Local Government and Agency, are made in error or are found by the Agency to be excessive under the terms of this Agreement or the other agreement, the Agency, after giving written notification to the Local Government, may withhold payments due to Local Government under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This Exhibit A, Subsection 3.3, shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

3.4. Local Government must submit its final invoice to the Agency no later than 60 days after the termination or expiration date of this Agreement. The Agency will be under no obligation to pay for services not billed within 60 days after the termination or expiration date of this Agreement.

3.5. Local Government certifies with each invoice and reporting form submitted to Agency that the materials, services, or expenses included in the invoice have been furnished, rendered, or expended pursuant to the terms of this Agreement, that they are as stated in the Agreement and the Local Government has not previously requested payment for the item(s) from the Agency.

EXHIBIT B
Insurance (Reserved)

EXHIBIT C

Miscellaneous Provisions

- 1. **Media Disclosure:** Local Government shall not provide information to the media regarding a recipient of Services purchased under this Agreement without first consulting the Agency. Local Government shall make immediate contact with the Agency’s Communications Office when media contact occurs. The Agency’s Communications Office will assist Local Government with an appropriate follow-up response for the media.

- 2. **Client Records:** Local Government shall appropriately secure all records and files to prevent access by unauthorized persons. Local Government shall, and shall require its employees and subcontractors to, comply with all appropriate federal and state laws, rules, and regulations regarding confidentiality of client records.

- 3. **Conflict of Interest:** Local Government shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. Local Government shall submit the notification to the Agency Agreement Administrator and the Agency Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

- 4. **Mandatory Reporting:** As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all the Agency contractors must immediately inform either the local office of the Department of Human Services (“DHS”) or a law enforcement agency when they have reasonable cause to believe that any child with whom Local Government comes in contact has suffered abuse, or that any person with whom the Local Government comes in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling.

Reports must be made immediately upon awareness of the incident. Local Government is encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

- 5. **Criminal Records Check:** Contractor shall ensure that any person having direct contact with Agency youth in the course of providing services under this Contract has passed a criminal history and child abuse registry check and meets the Agency’s criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides services under this Contract. Contractor shall ensure that criminal records checks are updated at least every five years.

Any person who has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from serving as a contracted service provider.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 9, 2022

SUBJECT: Consideration of Chair signature of Document No. 2022-161, Amendment #2 to OHA #170124

RECOMMENDED MOTION:

Move approval of chair signature of Oregon Health Authority agreement #170124-2, document 2022-161.

If approved, a Resolution will need to be approved due to the budget impacts.

BACKGROUND AND POLICY IMPLICATIONS:

On December 7, 2021, the Oregon Health Authority (OHA) informed Deschutes County that Federal Emergency Management Agency (FEMA) Public Assistance award funds, awarded under agreement #170124 for vaccine-related events, are extended from December 31, 2021 to April 1, 2022. The Board approved the request for an additional \$670,000, for this extended timeframe, to continue support of vaccine clinics and booster rollout across Deschutes County. OHA/FEMA funds are to be awarded through this amendment, revising the agreement's not-to-exceed amount to \$3,070,000 from \$2,400,000. The proposed budget is as follows:

Temporary Staff

| | |
|------------------|-----------|
| Vaccine Outreach | \$55,770 |
| Interpreters | \$22,620 |
| Call Center | \$140,000 |
| Pop-up Clinic | \$202,332 |

Contracts

| | |
|------------------------------|-----------|
| Vaccinators | \$100,000 |
| Security | \$28,500 |
| Public Service Announcements | \$66,000 |

Materials and Supplies

| | |
|-----------------------|------------------|
| Printing | \$22,000 |
| Signs | \$7,800 |
| Medical Supplies | \$14,000 |
| Room Rental | \$7,800 |
| Mileage Reimbursement | \$3,178 |
| TOTAL | \$670,000 |

BUDGET IMPACTS:

An additional \$670,000 to Fiscal Year 2022.

ATTENDANCE:

Cheryl Smallman, Business Officer, Health Services, Administration

Daniel Emerson, Budget Manager, Finance

Shana Falb, Community Health Specialist III



Agreement Number 170124

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **2** to Agreement Number **170124** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Deschutes County
2577 NE Courtney Drive
Bend, OR 97701-7368
Attn: George Conway; Melanie Aeach; Grace Evans
Phone: (541) 322-7502 or (541) 322-7400
Email: George.Conway@deschutes.org;
Melanie.Aesch@deschutes.org; Grace.Evans@deschutes.org

hereinafter referred to as “County.”

1. Upon approval of this Amendment by the parties, and when required, the Department of Justice, this Amendment shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party.
2. The Agreement is hereby amended as follows:
 - a. The contact information for OHA listed on Page 1 is deleted and replaced with the following:

Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Agreement Administrator: Cara Biddlecom or delegate
Telephone: 971-673-1222
E-mail address: cara.m.biddlecom@dhsaha.state.or.us

- b. The parties acknowledge the references in Amendment 1 to this Agreement as a “Grant Agreement” was in error and such references simply mean this “Intergovernmental Agreement” which the parties acknowledge was not intended to be a grant agreement but rather an agreement for the provision of services. The substantive amendments made by Amendment 1 remain unchanged in that amendment.

- c. Section 2.6 of Exhibit A, Part 1 Statement of Work is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
 - 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section ~~4~~ 3- Reporting Requirements.*)
 - d. **Section 3. Consideration** is amended to increase the maximum compensation payable under this Agreement from \$2,400,000 to **\$3,070,000**.
 - e. **Section 3. Reporting Requirements of Exhibit A, Part 1 – Statement of Work** is renumbered as Section 4. Reporting Requirements.
 - f. Section 2. Travel and Other Expenses of Exhibit A, Part 2 Payment and Financial Reporting is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
 - 2. **Travel and Other Expenses.** OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section ~~3~~ **4**. Reporting Requirements or approved in writing by OHA.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement 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.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General

may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

Deschutes County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via email by Jeff Wahl, AAG

Department of Justice

1/26/2022

Date

OHA Program Review:

Via email by Cara Biddlecom

Authorized Signature

Cara Biddlecom

Printed Name

*Deputy Public Health &
Policy & Partnerships Director*

Title

1/25/2022

Date

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: January 26, 2022

Department: Health Services, Public Health Division

Contractor/Supplier/Consultant Name: Oregon Health Authority

Contractor Contact: Tammy Hurst, Office of Contracts & Procurements

Contractor Phone #: 503-947-5298

Type of Document: Intergovernmental Agreement #170124-2

Goods and/or Services: Oregon Health Authority (OHA) is providing funding under this agreement, for the purpose of responding to the state of emergency declared by Governor Brown due to Coronavirus (COVID-19) outbreak in Oregon.

This Amendment #2 updates funding and reporting requirements for the grant agreement regarding COVID vaccinations.

Background & History: Oregon’s local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown’s COVID-19 vaccination plan. The funds provided under this agreement will support the establishment and maintenance of vaccination implementation activities. “Vaccination sites” includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

Objectives for this Agreement are:

- obtain County’s services to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and
- help Governor Brown and the Oregon Health Authority achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon’s vaccination plan relies on a regional framework to meet each region’s unique vaccination needs and population. The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the program activities will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon’s vaccination population phases.

County services under this agreement:

- Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown’s vaccination plan, including priority groups and timelines.
- Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.
- Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.

- Catalogue various expenses related to vaccination services.
- Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

Agreement Starting Date: **Ending Date:**

Total Payment:

Insurance Certificate Received (check box)
 Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance: Name:
 Phone #:

Departmental Contact:

Deputy Director Approval: _____ **Department Director Approval:** _____

Distribution of Document: Grace Justice Evans, Deschutes County Health Services.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2022-161_____



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 9, 2022

SUBJECT: Consideration of Board approval of Resolution 2022-011 accepting funds and increasing appropriations in the Health Services Fund.

RECOMMENDED MOTION:

Move approval of Resolution 2022-011 accepting funds and increasing appropriations in the Health Services Fund.

BACKGROUND AND POLICY IMPLICATIONS:

Approval of this Resolution accepts funds from Oregon Health Authority agreement #170124-2, document 2022-161. These funds will support the response to the Pandemic.

BUDGET IMPACTS:

Increase of \$670,000 in health Services Fund in Fiscal Year 2022.

ATTENDANCE:

Daniel Emerson, Budget Manager, Finance

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Accepting Funds
And Increasing Appropriations within
The Deschutes County Budget

*RESOLUTION NO. 2022-011

WHEREAS, the Deschutes County Health Services Department seeks approval of Oregon Health Authority (OHA) Amendment #2 of Agreement #170124, Increasing Federal Emergency Management Agency (FEMA) Public Assistance Awards for vaccine related events by \$670,000 to the Health Services Department, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to approve Amendment #2 to OHA agreement #170124, and

WHEREAS, it is necessary to increase program expense appropriations by \$670,000 in the Health Fund to accommodate this request; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following revenue be budgeted in the 2021-22 County Budget:

| | |
|------------------------------|--------------------------|
| <u>Health Services</u> | |
| Federal Reimbursements | \$ 670,000 |
| Total Health Services | <u>\$ 670,000</u> |

Section 2. That the following amounts be appropriated in the 2021-22 County Budget:

Health Services

Program Expense \$ 670,000

Total Health Services \$ 670,000

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

REVENUE

| Item | Line Number | Project Code | Segment 2 | Org | Object | Description | Current Budgeted Amount | To (From) | Revised Budget |
|--------------|-------------|--------------|------------|---------|--------|------------------------|-------------------------|----------------|----------------|
| | | HSALL | HS1COVID20 | 2743151 | 332010 | Federal Reimbursements | - | 670,000 | 670,000 |
| TOTAL | | | | | | | - | 670,000 | 670,000 |

APPROPRIATION

| Item | Line Number | Project Code | Segment 2 | Org | Object | Category (Pers, M&S, Cap Out, Contingency) | Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware) | Current Budgeted Amount | To (From) | Revised Budget |
|--------------|-------------|--------------|------------|---------|--------|---|---|-------------------------|----------------|----------------|
| | | HSALL | HS1COVID20 | 2743151 | 430312 | M&S | Contracts | - | 186,000 | 186,000 |
| | | HSALL | HS1COVID20 | 2743151 | 430378 | M&S | Temp Help-Admin | - | 421,308 | 421,308 |
| | | HSALL | HS1COVID20 | 2743151 | 450410 | M&S | Advertising - Promo & Announce | - | 6,000 | 6,000 |
| | | HSALL | HS1COVID20 | 2743151 | 450510 | M&S | Printing and Binding | - | 21,450 | 21,450 |
| | | HSALL | HS1COVID20 | 2743151 | 460655 | M&S | Signage | - | 7,800 | 7,800 |
| | | HSALL | HS1COVID20 | 2743151 | 460133 | M&S | Medical Supplies | - | 13,500 | 13,500 |
| | | HSALL | HS1COVID20 | 2743151 | 440420 | M&S | Building Rental | - | 7,800 | 7,800 |
| | | HSALL | HS1COVID20 | 2743151 | 460148 | M&S | Program Supplies | - | 6,142 | 6,142 |
| TOTAL | | | | | | | - | 670,000 | 670,000 | |

Deschutes County
Appropriation of New Grant

Oregon Health Authority agreement #170124 amendment 2 is for Federal Emergency Management Administration (FEMA) funds at 100 percent reimbursement. Funds must be spent on vaccine distribution and outreach activities only. The amendment increases the county's not to exceed amount from \$2,400,000 to \$3,070,000 through April 1, 2022.

Fund:
Dept:
Requested by:
Date:

| |
|-----------------|
| 274 |
| Health Services |
| Lana Lane |
| 1/24/2022 |



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 9, 2022

SUBJECT: American Rescue Plan Funding Update

RECOMMENDED MOTION:

A to-be-determined motion will be required if the Board chooses to fund additional projects from ARPA funds.

BACKGROUND AND POLICY IMPLICATIONS:

This is a recurring agenda item to provide the Board of County Commissioners updates on the status of ARPA funds and the opportunity to review eligible project requests for funding consideration.

Discussion items for today's update:

1. Council on Aging proposal (in packet)
2. COIC small business assistance update (verbal update)
3. Health Services non-core COVID recovery temp staff (verbal update)
4. South County Health Center update (in packet)
5. Review other ARPA funding requests (in packet)

BUDGET IMPACTS:

None. Budget appropriations for the entire \$38 million ARPA funding award are included in the FY 2021-22 Adopted Budget.

ATTENDANCE:

Greg Munn, Treasurer and Chief Financial Officer
 Dan Emerson, Budget Manager
 Susan Rotella, Executive Director, Council on Aging
 Steven Remington, Director of Development, Council on Aging
 Scott Aycock, Central Oregon Intergovernmental Council
 Erik Kropp, Interim Health Services Director and Deputy County Administrator
 Nahad Sadr-Azodi, Director of Public Health
 Cheryl Smallman, Health Services Business Officer
 Charla DeHate, CEO, La Pine Community Health Center (Zoom)
 Courtney Ignazzitto, Exec. Asst/Public Relations, La Pine Community Health Center (Zoom)



373 NE Greenwood Avenue
Bend OR 97701

T: (541) 678 5483
F: (541) 647 2689

February 1, 2022
Updated from 11.04.2021

Deschutes County Board of Commissioners;

Thank you for your consideration of ARPA funding for the rehabilitation of the Council on Aging of Central Oregon's Senior Services Hub. We researched the ARPA rules with CFO Greg Munn in November of 2021 and are in agreement that we appear to fit the requirements.

We are seeking consideration for the following:

Expected Cost of final Phase III: \$1,027,840
 Matching funds pledged: \$700,000
 Match needed to complete final Phase III: \$327,840
 Requested ARPA Funds: \$300,000

This project began in late 2018 with the sale of the former Bend Community Center to the Council on Aging (COA). The purchase of the building required an immediate response from COA (there were 8 other interested parties) and COA was able to arrange the financing to complete the purchase even though the Capital Campaign – Aging Together – was in its infancy.

The building has required extensive rehabilitation, as well as significant reimagining due in part to the COVID-19 pandemic, in order that the best and highest use of serving the region's aging population could be implemented. During Phase 1 (early 2019) of the campaign, our board had directed BLRB Architects to design a facility that could serve the Tri-County seniors and disabled with meals and social activities, and also house most of our administrative and client-facing staff.

Then COVID hit. The pivot by COA to eradicate the County's senior food delivery waiting lists, meet the 30% increase in Meals on Wheels delivery, and implement the increased safety measures was a game changer for our limited and overworked staff.

As the single most at-risk group, our seniors were essentially in lockdown, fearful of going to grocery stores and unable to assemble for congregate meals at most all of the facilities we serve. Government assistance was slowly coming (through the eventual provisions of the CARES act), and our coordination of essential information was vital to the health and safety of our seniors and disabled clients.

Fortunately, our Phase 1 construction had improved our kitchen facilities in our growing Services Hub, so we were able to increase food production. Unfortunately, the Capital Campaign itself was completely derailed. Proposals with the larger Oregon foundations were either put on hold, or the funds were redirected to the Oregon Community Foundation's COVID-19 response team. Foundation funds were now being funneled directly to the state's response and support of health agencies, channeled through and managed by OCF's staff.

Seniors were being disproportionately impacted by the severe health risks inherent in the pandemic, and funds for capital projects were being redistributed. Council on Aging was experiencing a significant loss of revenue specific to our capital campaign. Also the pandemic forced the redirection of internal administrative and staffing dollars to cover new



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expenses related to safety, food purchases, delivery and preparation. This was best described by Michael Leachman during the House bill’s research for the ARPA funds, “In responding to this public health emergency and its negative economic impacts, State, local, and Tribal governments have seen substantial increases in costs to provide these services, often amid substantial declines in revenue due to the economic downturn and changing economic patterns during the pandemic.”

In order for the Council on Aging to achieve a strong, equitable recovery and fully serve Deschutes County it is necessary to complete the building rehabilitation so that we can address the severe social isolation and loneliness and the systemic public health and economic challenges our seniors are experiencing.

In Q2 2021 we received a bequest of \$250,000 and an equivalent amount from the Oregon Legislature’s so-called ‘Christmas Tree’ bill, allowing us to resume Phase 2 construction. Last month we received a foundation grant and several individual grants (totaling \$211,476) that have allowed us to complete the \$711,476 Phase II construction funding. We are now rebidding the final Phase III construction, currently estimated with SunWest Builders at \$1,027,840.

We have a foundation pledge match of \$700,000 towards this final phase, resulting in the need to raise \$327,840 by November1, 2022.

In the early stages of this project it became clear that the additional staff we hired during the pandemic – our ‘silver lining’ of public recognition of the growing senior population and their fragility during a crisis – has overwhelmed the building’s capacity to properly serve the growing senior population. We pivoted once again and leased another facility for our growing staff to allow the Senior Services Hub to focus on housing only the front-facing client services personnel, thus allowing for larger public spaces for the clients.

The programs and health and social services we provide for seniors and their families is critical to restoring post-pandemic health in our community. This Senior Services Hub also contains the commercial kitchen where we prepare and coordinate 200-plus meals a day for Meals on Wheels deliveries to La Pine, Sisters and Bend. It is the center from which we will deliver all case management services for respite care, fall prevention, SHIBA Medicare referrals, Options Counseling for families, pet care, senior lunches, special events, classes and more.

COA plays a critical role in the fabric of our region. We collaborate with, and fill the gaps in, the services provided by the Confederated Tribes of Warm Springs, the Giving Plate, NeighborImpact, Central Oregon Health Council, Deschutes County and the City of Bend, and many others as a part of the Central Oregon network of social services. This new facility is adding important infrastructure and services to that network and once it can reopen to the public in Bend’s Central District it will be a critical piece of making Central Oregon a healthy, vital and livable community.

Thank you for your consideration,

Susan Rotella
Executive Director
Council on Aging of Central Oregon

COUNCIL ON AGING - PHASE 3**Budget Estimate**

1/7/2022

Project Area... 4,080

**SunWest Builders**

CCB #59850

| Estimate Summary | | Cost |
|--|-------------------|------------------------|
| DIVISION 1 - TEMPORARY SERVICES & LOGISTICS | \$16 / sf | \$65,312 |
| DIVISION 1 - INTERIOR DEMOLITION | \$6 / sf | \$22,500 |
| DIVISION 1 - EXTERIOR DEMOLITION | \$3 / sf | \$12,288 |
| DIVISION 2 - SITE WORK | \$18 / sf | \$72,963 |
| DIVISION 3 - CONCRETE | \$0 / sf | \$0 |
| DIVISION 4 - MASONRY | \$1 / sf | \$2,200 |
| DIVISION 5 - STRUCTURAL & MISCELLANEOUS STEEL | \$0 / sf | \$0 |
| DIVISION 6 - ROUGH CARPENTRY | \$11 / sf | \$44,280 |
| DIVISION 6 - CABINETRY & INTERIOR TRIM | \$15 / sf | \$59,740 |
| DIVISION 7 - THERMAL & MOISTURE PROTECTION | \$80 / sf | \$328,200 |
| DIVISION 8 - DOORS & WINDOWS | \$10 / sf | \$41,210 |
| DIVISION 9 - FINISHES | \$21 / sf | \$85,760 |
| DIVISION 10 - ARCHITECTURAL ACCESSORIES | \$0 / sf | \$2,000 |
| DIVISION 11 - EQUIPMENT & APPLIANCES | \$0 / sf | \$0 |
| DIVISION 12 - FURNISHINGS | \$0 / sf | \$0 |
| DIVISION 13 - SPECIAL CONSTRUCTION | \$0 / sf | \$0 |
| DIVISION 14 - ELEVATORS / CONVEYING EQUIPMENT | \$0 / sf | \$0 |
| DIVISION 15 - MECHANICAL, PLUMBING, FIRE SPRINKLER | \$14 / sf | \$58,759 |
| DIVISION 16 - ELECTRICAL & FIRE ALARM | \$35 / sf | \$141,000 |
| Subtotal Direct Costs | \$229 / sf | \$936,212 |
| 2.50% Estimate / Construction Contingency | | \$23,405 |
| 5.50% Overhead & Profit | | \$52,779 |
| 0.00% Builders Risk Insurance | | Available Upon Request |
| 0.95% Liability Insurance | | \$9,618 |
| 0.57% Oregon Student Success Act Fee | | \$5,825 |
| TOTAL CONSTRUCTION ESTIMATE | \$252 / sf | \$1,027,840 |

**Council on Aging
Phase 3
Budget Estimate**

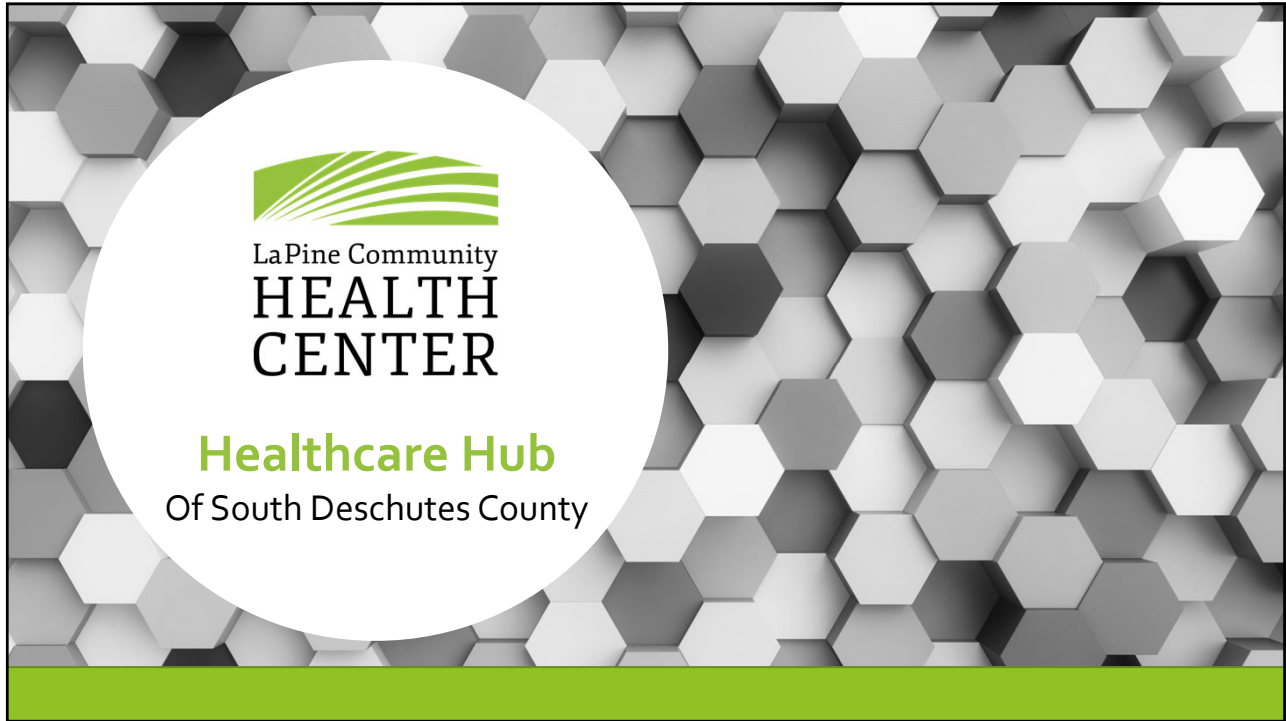
02/09/2022 Item #15.

| TASK | COUNT | UNIT | \$/UNIT | COST | TOTAL PER DIVISION | COMMENTS |
|---|-------|----------------|-------------|----------|--------------------|---------------|
| Estimate based on BLRB CCD-01 Drawing Set dated 06/15/2021 | | | | | | |
| Buildout Area... | 4,080 | (Not inc. Alt) | | | | |
| Engineered Design | | | | Excluded | | By Owner |
| Permits, Plan Review Fees & SDC | | | | Excluded | | By Owner |
| Hazardous Materials Testing, Abatement and Removal | | | | Excluded | | By Owner |
| Geotechnical / Soils Report | | | | Excluded | | By Owner |
| Third Party Special Inspections and Testing | | | | Excluded | | By Owner |
| Monthly Utility Usage Costs (power, gas, water, network, etc.) | | | | Excluded | | By Owner |
| Builder's Risk Insurance | | | | Excluded | | By Owner |
| DIVISION 1 - TEMPORARY SERVICES & LOGISTICS | | | | | | |
| Project Field Supervision | 4.0 | month | \$8,256.00 | \$33,024 | | Full Time |
| Project Management | 4.0 | month | \$4,085.00 | \$16,340 | | 10 hrs / week |
| Project Coordinator / Engineer | 4.0 | month | \$946.00 | \$3,784 | | 4 hrs / week |
| Printing, Plans & Specs | 1.0 | estimate | \$350.00 | \$350 | | |
| Cellular / Network | 4.0 | month | \$50.00 | \$200 | | |
| Portable Toilets | 4.0 | month | \$120.00 | \$480 | | |
| Temporary Office (Includes Mob/Demob.) | | | | Excluded | | |
| Tempory Storage | | | | Excluded | | |
| Miscellaneous Labor and Construction Clean-up | 4.0 | month | \$960.00 | \$3,840 | | |
| Equipment and Supplies | 4.0 | month | \$800.00 | \$3,200 | | |
| Dumpsters / Trash Haul-off | 4.0 | each | \$485.00 | \$1,940 | | |
| Fencing & Barricades | | | | Excluded | | |
| Temp Power Boxes | 4.0 | month | \$126.00 | \$504 | | |
| Weather Protection | | | | Excluded | | |
| Safety & Misc Supplies | 4.0 | month | \$125.00 | \$500 | | |
| Closeout / As-built / O&M's | 1.0 | estimate | \$1,150.00 | \$1,150 | | |
| | | | | | \$65,312 | |
| DIVISION 1 - INTERIOR DEMOLITION | | | | | | |
| Demo RM 228 - Ceiling, Light Fixtures, HVAC, Ceiling Framing, Flooring, Casework, (2) Doors | 1 | estimate | \$10,000.00 | \$10,000 | | |
| Demo RM 222 - Ceiling, Light Fixtures, HVAC | 1 | estimate | \$6,000.00 | \$6,000 | | |
| Demo Admin Wing - Ceiling, Light fixtures, HVAC | 1 | estimate | \$5,000.00 | \$5,000 | | |
| Demo RM 228 / Hallway - Wall, Flooring | 1 | estimate | \$1,000.00 | \$1,000 | | |
| Demo RM 230 - Door + Portion of Wall | 1 | estimate | \$500.00 | \$500 | | |
| | | | | | \$22,500 | |
| DIVISION 1 - EXTERIOR DEMOLITION | | | | | | |
| Existing (2) Sheds - Siding | 1 | estimate | \$2,304.00 | \$2,304 | | |
| Back Parking Lot - Wheel Stops (Qty 14) | 1 | estimate | \$384.00 | \$384 | | |
| East Elevation Windows (Qty 7), Door (Qty 1) and Associated Walls for Enlarging Windows | 1 | estimate | \$3,840.00 | \$3,840 | | |
| Demo Existing Siding - East & North Elevations | 1 | estimate | \$5,760.00 | \$5,760 | | |
| Demo Roof | | | | Included | | |
| | | | | | \$12,288 | |
| DIVISION 2 - SITE WORK | | | | | | |
| Demo, Regrade, and Re-Asphalt ADA Parking Spots | 1 | estimate | \$9,000.00 | \$9,000 | | |
| Seal Coat East Parking Lot Asphalt | 1 | estimate | \$3,000.00 | \$3,000 | | |
| Back Parking Lot - Striping (14 Stalls, 1 ADA) | 1 | estimate | \$2,000.00 | \$2,000 | | |
| New Wheel Stops (Qty 14) | 1 | estimate | \$2,800.00 | \$2,800 | | |
| ADA Signage | 1 | estimate | \$1,200.00 | \$1,200 | | |
| Seal Coat Alley Parking Lot Asphalt | 1 | estimate | \$2,000.00 | \$2,000 | | |
| Alley Parking Lot - Striping (6 Stalls, 2 ADA) | 1 | estimate | \$600.00 | \$600 | | |
| New Fencing (300 LF Blk Coated w/ Slats) | 1 | estimate | \$25,000.00 | \$25,000 | | |
| New Sliding Gates (Qty 2) | | | | Included | | |
| Trash Enclosure - Chain link w/ Slates, Chain link Pair Gates | 1 | estimate | \$4,393.00 | \$4,393 | | |
| Grading / Excavation at Planter Boxes & Concrete Path | 1 | estimate | \$3,500.00 | \$3,500 | | |
| Planter Boxes (Qty 6) | 6 | estimate | \$750.00 | \$4,500 | | |

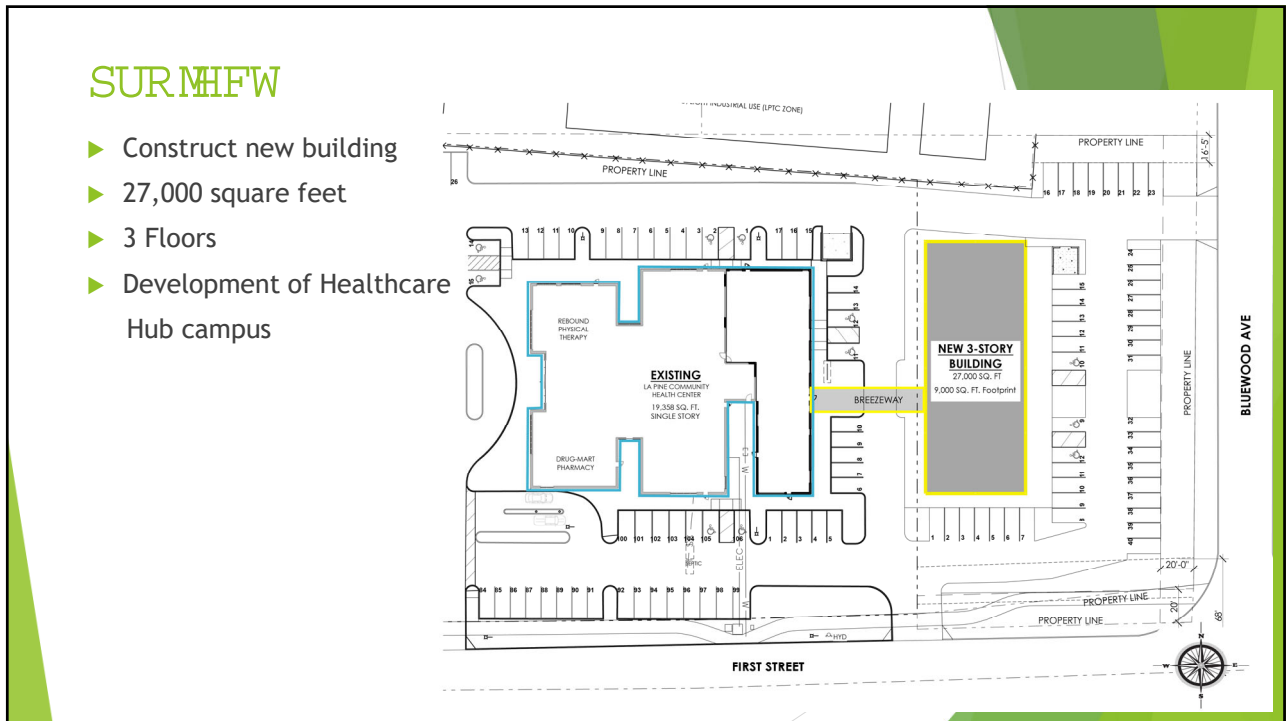
**Council on Aging
Phase 3
Budget Estimate**

02/09/2022 Item #15.

| TASK | COUNT | UNIT | \$/UNIT | COST | TOTAL PER DIVISION | COMMENTS |
|---|-------|----------|--------------|-----------|--------------------|--------------------------------------|
| New Windows (Qty 5) | 5 | estimate | \$850.00 | \$4,250 | | Type "F" Windows |
| Door Actuator (Door 227B) | 1 | estimate | \$10,000.00 | \$10,000 | | |
| Window Install | 1 | estimate | \$3,840.00 | \$3,840 | | |
| Door & Hardware Install | 1 | estimate | \$1,200.00 | \$1,200 | | |
| Basement Window Replacement | 1 | estimate | \$6,000.00 | \$6,000 | | |
| Door Hardware Install | 1 | estimate | \$1,920.00 | \$1,920 | | |
| | | | | | \$41,210 | |
| DIVISION 9 - FINISHES | | | | | | |
| Drywall - RM 228 Walls & Ceiling, RM 230 Patching, RM 218 Hall, RM 220 Wall | 1 | estimate | \$15,000.00 | \$15,000 | | |
| Paint - Walls, Ceiling, Doors, Windows, Trim | 1 | estimate | \$20,000.00 | \$20,000 | | |
| Paint - (4) Doors, Exterior Siding, Trim, Sheds, Bollards, Planter Boxes | 1 | estimate | \$5,000.00 | \$5,000 | | |
| Paint - Sheds | 1 | estimate | \$2,000.00 | \$2,000 | | |
| Patch Flooring RM 220 | 1 | estimate | \$1,000.00 | \$1,000 | | |
| Acoustic Ceilings - RM 222, Admin Wing | 1 | estimate | \$20,000.00 | \$20,000 | | |
| LVT - RM 228, Hall | 1 | estimate | \$4,260.00 | \$4,260 | | |
| Drywall - Patch in Basement | 1 | estimate | \$10,000.00 | \$10,000 | | |
| Paint - Basement | 1 | estimate | \$5,000.00 | \$5,000 | | |
| Flooring - Basement | 1 | estimate | \$3,500.00 | \$3,500 | | |
| | | | | | \$85,760 | |
| DIVISION 10 - ARCHITECTURAL ACCESSORIES | | | | | | |
| New Attic Ladder (RM 228) | 1 | estimate | \$2,000.00 | \$2,000 | | |
| | | | | | \$2,000 | |
| DIVISION 11 - EQUIPMENT & APPLIANCES | | | | | | |
| | | | | Excluded | | |
| | | | | | \$0 | |
| DIVISION 12 - FURNISHINGS | | | | | | |
| | | | | Excluded | | |
| | | | | | \$0 | |
| DIVISION 13 - SPECIAL CONSTRUCTION | | | | | | |
| | | | | Excluded | | |
| | | | | | \$0 | |
| DIVISION 14 - ELEVATORS / CONVEYING EQUIPMENT | | | | | | |
| | | | | Excluded | | |
| | | | | | \$0 | |
| DIVISION 15 - MECHANICAL, PLUMBING, FIRE SPRINKLER | | | | | | |
| HVAC: | | | | | | |
| RM 228, RM 222, Admin Wing | 1 | estimate | \$53,758.90 | \$53,759 | | |
| Plumbing: | | | | | | |
| Dining RM 229 Wet Bar + Misc HVAC Items | 1 | estimate | \$5,000.00 | \$5,000 | | |
| Fire Sprinkler: | | | | | | |
| | | | | Excluded | | |
| | | | | | \$58,759 | |
| DIVISION 16 - ELECTRICAL & FIRE ALARM | | | | | | |
| Electrical Work (RM 228, RM 222) | 1 | estimate | \$100,000.00 | \$100,000 | | Includes added phase 2 power outlets |
| Power for Door 227B | 1 | estimate | \$1,000.00 | \$1,000 | | |
| Lighting (RM 228, RM 222, Admin Wing) | | | | Included | | Qty 18 + 12 2x4s, Qty 12 cans |
| Lighting (Exterior Canopies) | 1 | estimate | \$5,000.00 | \$5,000 | | |
| Exterior Light Fixture (at building, at sheds) | 1 | estimate | \$5,000.00 | \$5,000 | | |
| Data / Audio | | | | Included | | Includes added phase 2 data outlets |
| Fire Alarm | 1 | estimate | \$30,000.00 | \$30,000 | | |
| | | | | | \$141,000 | |
| SUB-TOTAL HARD COSTS | | | | \$936,212 | \$936,212 | |



1



2

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- ▶ FULL-SERVICE DENTAL CARE
 - ▶ On-site, discounted fee program for uninsured or underinsured patients
- ▶ DIAGNOSTIC IMAGING
 - ▶ Addition of on-site CT scans, Ultrasounds and Mammograms
- ▶ BEHAVIORAL HEALTH
 - ▶ Expanded services to meet growing mental/behavioral health needs
- ▶ SPECIALTY CARE
 - ▶ Additional space for a variety of visiting Specialists
- ▶ PRIMARY MEDICAL CARE
 - ▶ Increased capacity for new patients as the community grows
- ▶ CHILDCARE
 - ▶ Reducing risk of losing healthcare employees due to lack of childcare for their families
- ▶ Additional Impacts
 - ▶ Space for potential co-location of County and State services, infusion treatment center, space for employee self-care, space for potential

3

WIP HOIQH

- ▶ PRE-DESIGN: December 2021 - February 2022
- ▶ SCHEMATIC DESIGN: February 2022 - April 2022
- ▶ DESIGN DEVELOPMENT: April 2022 - June 2022
- ▶ CONSTRUCTION DOCUMENTATION: July 2022 - October 2022
- ▶ PERMITTING: October 2022 - February 2023
- ▶ BIDDING: October 2022 - January 2023
- ▶ CONSTRUCTION: February 2023 - December 2023
- ▶ MOVE-IN: January 2024
- ▶ POST-CONSTRUCTION: February 2024 - December 2024

4

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| Estimated Project Cost | \$12,000,000 | |
|---|--------------------|------------|
| LCHC Reserve Funds | \$1,500,000 | 12% |
| Federal Grant - HRSA ARPA Capital Improvement | \$582,841 | 5% |
| Pending Request - Murdock Foundation | \$500,000 | 4% |
| Pending Request - Oregon Legislative General Fund | \$4,167,159 | 35% |
| Pending Request - Oregon Lottery Bond | \$250,000 | 2% |
| Total Funding Request to Deschutes County | \$5,000,000 | 42% |

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- ▶ Rep. Breese-Iverson - encouraged request of Lottery Bond funding
- ▶ Senator Knopp and Senator Linthicum - encouraged request of General Funds
- ▶ **THANK YOU, COMMISSIONERS!** Pointing us in the right direction for Legislative funding and showing support of our project in your letter of fiscal requests is helping us make great strides!

5

LaPine Community
**HEALTH
CENTER**

T XHVWIR QVB

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6

| | A | B | C |
|----|---|----------------------------|----------------------|
| 1 | Deschutes County American Recovery Plan Act | | |
| 2 | Eligible Project Requests - revised 02.02.22 | | |
| 3 | | | |
| 4 | | | |
| 5 | Category/Project Request | Outstanding Request | BOCC Approved |
| 6 | | | |
| 10 | Administrative | | 437,935 |
| 11 | ARPA Administration | | 392,000 |
| 12 | COIC "CARES extreme risk" grant distribution contract | | 10,935 |
| 13 | COIC Business/Non-profit assistance grant distribution contract | | 35,000 |
| 14 | Affordable Housing | 4,100,000 | 7,800,000 |
| 15 | Affordable Home Ownership - Kor Community Land Trust | 100,000 | 500,000 |
| 16 | Expand Affordable and Workforce Housing in Sisters - Reserve | | 500,000 |
| 17 | Habitat for Humanity La Pine Sunriver Affordable Housing in South County | 300,000 | 900,000 |
| 18 | Habitat for Humanity La Pine Sunriver Emergency/Critical Home Repairs in South County | | 100,000 |
| 19 | Habitat for Humanity-Bend 12 Townhomes 27th Street | 2,000,000 | 1,150,000 |
| 20 | Habitat for Humanity-Bend 8 Townhomes WaterCress Way | 1,500,000 | 850,000 |
| 21 | Habitat for Humanity-Sisters Woodland Project | 200,000 | 800,000 |
| 22 | Hayden Homes Affordable Housing Project | | 1,000,000 |
| 23 | Housing Works Redevelopment and Expansion of Spencer Court in Redmond | | 2,000,000 |
| 24 | Aid to Other Impacted Industries | 699,000 | |
| 25 | Bend Parks & Recreation District - Recruitment and Retention | 699,000 | |
| 26 | Broadband Infrastructure | | 300,000 |
| 27 | Regional Broadband Needs Assessment and Action Plan | | 300,000 |
| 28 | Business Support | 456,000 | |
| 29 | Opportunity Foundation Increased Personnel costs due to pandemic | 456,000 | |
| 30 | Childcare | | 7,675,000 |
| 31 | Infrastructure - Little Kits (Bend East: OSU) | | 600,000 |
| 32 | Infrastructure - Little Kits (Bend East: St. Charles) | | 1,500,000 |
| 33 | Infrastructure - Little Kits (Bend West: OSU) | | 1,000,000 |
| 34 | Infrastructure - MountainStar (La Pine, Redmond) | | 600,000 |
| 35 | Infrastructure - Re-Village (Sisters, Bend, Redmond) | | 350,000 |
| 36 | Infrastructure - Small Center Capacity Fund (Various, TBD) | | 500,000 |
| 37 | Workforce Development - COCC Business Accelerator | | 125,000 |
| 38 | Workforce Development - Contingency Reserve | | 906,000 |
| 39 | Workforce Development - NI Childcare Sustainability Pathway Program | | 284,000 |
| 40 | Workforce Development - NI FastTrack | | 1,060,000 |
| 41 | Workforce Development - OSU Little Kits Internship Program | | 750,000 |
| 42 | Food Assistance | 1,900,000 | 3,000,000 |
| 43 | Food Insecurity for Older Adults -- Partnership with Council on Aging & Redmond Senior Center | 300,000 | |

| | A | B | C |
|----|---|----------------------------|----------------------|
| 1 | Deschutes County American Recovery Plan Act | | |
| 2 | Eligible Project Requests - revised 02.02.22 | | |
| 3 | | | |
| 4 | | | |
| 5 | Category/Project Request | Outstanding Request | BOCC Approved |
| 6 | | | |
| 44 | High Desert Food and Farm Alliance | | 50,000 |
| 45 | NeighborImpact warehouse expansion | 1,400,000 | 2,400,000 |
| 46 | Nutritional assistance | | |
| 47 | The 1017 Project | | 50,000 |
| 48 | The Giving Plate | 200,000 | 500,000 |
| 49 | Homelessness | 3,060,000 | 6,389,550 |
| 50 | Bend Heroes Vets Village construction support | | 100,000 |
| 51 | Bethlehem Inn Redmond | | 900,000 |
| 52 | Construction of Cleveland Avenue Project | 2,200,000 | 2,000,000 |
| 53 | Homeless Outreach County-wide Services | | 1,065,000 |
| 54 | Homeless Solutions Partnership with City of Bend | | 1,500,000 |
| 55 | New facility in Redmond | | |
| 56 | Oasis Village Master Plan assistance for homeless service campus in east Redmond | | 32,050 |
| 57 | Operating Support for Existing Sisters Cold Weather Shelters | 50,000 | |
| 58 | Redmond Oasis Village Project-reserved | | 367,500 |
| 59 | Saving Grace Infrastructure | | |
| 60 | Shepherd's House Redmond Kitchen | | 300,000 |
| 61 | Sisters Cold Weather Shelter Reserve | 800,000 | |
| 62 | St. Vincent De Paul Emergency Shelter | 10,000 | 125,000 |
| 63 | Public Health | 14,956,300 | 5,906,377 |
| 64 | Additional County cleaning supplies and labor (annual) | 168,000 | |
| 65 | Additional County cleaning supplies and labor FY21 | 49,000 | |
| 66 | Circuit Court COVID prevention | | 269,645 |
| 67 | COCC Expanding Local Public Health Workforce | | 191,548 |
| 68 | Covid Testing | 250,000 | |
| 69 | COVID testing - Dr. Young | | 15,000 |
| 70 | COVID Unit Team | | 300,228 |
| 71 | COVID Unit Team-reserve | | 540,032 |
| 72 | Health Care Hub in South Deschutes County | 5,000,000 | |
| 73 | Health Unintended Consequences | | 1,500,000 |
| 74 | Higher rated HVAC filters for County facilities | | |
| 75 | Isolation motel liability insurance | | 8,184 |
| 76 | La Pine Rural Fire Protection District South County Quick Response Unit and gurneys | | 280,000 |
| 77 | Mobile morgue expansion unit | | 82,000 |

| | A | B | C |
|-----|--|----------------------------|----------------------|
| 1 | Deschutes County American Recovery Plan Act | | |
| 2 | Eligible Project Requests - revised 02.02.22 | | |
| 3 | | | |
| 4 | | | |
| 5 | Category/Project Request | Outstanding Request | BOCC Approved |
| 6 | | | |
| 78 | Mobile technology upgrade for the Clerk | 6,600 | |
| 79 | North county health facility-acquisition and remodel | 8,300,000 | |
| 80 | North county health facility-furniture, fixtures and equipment | 897,700 | |
| 81 | Outreach Van | 85,000 | |
| 82 | Public Health Response Contingency | | 659,740 |
| 83 | Technology enhancements for telemedicine and collaboration | 200,000 | |
| 84 | Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff) | | 2,000,000 |
| 85 | The Shield free counseling to Veterans | | 20,000 |
| 86 | UV sanitizer for jail | | 40,000 |
| 87 | Small Business & Non-profit Assistance | 2,246,820 | 1,600,000 |
| 88 | Boys and Girls Club Bend-economic impact | 619,464 | |
| 89 | Business Assistance Placeholder | | 1,500,000 |
| 90 | La Pine Chamber of Commerce | 25,900 | |
| 91 | Redmond Chamber - lost revenue | 84,069 | |
| 92 | Redmond Chamber - Redmond Parklet | 40,000 | |
| 93 | Redmond Rotary | 90,000 | |
| 94 | Ronald McDonald House Charities | | 100,000 |
| 95 | School of Enrichment - Economic Hardship | 520,002 | |
| 96 | Sisters Chamber of Commerce | 49,060 | |
| 97 | Sisters Rodeo Association | 100,000 | |
| 98 | Small business grants - Sisters COC | 350,000 | |
| 99 | Sunriver Area Chamber of Commerce pandemic economic impact | 18,325 | |
| 100 | Sunriver Area Small Business Assistance Grant Program and Hiring Campaign | 350,000 | |
| 101 | Water Infrastructure | 2,750,000 | 2,250,000 |
| 102 | Deschutes River Conservancy On-farm Efficiency Water Conservation Project-Smith Rock/King Way | | 1,075,000 |
| 103 | Deschutes Soil and Water Conservation District On-farm Efficiency Water Conservation Projects | | 375,000 |
| 104 | NeighborImpact south county septic replacement program | 1,000,000 | |
| 105 | Terrebonne Wastewater System Feasibility Study | 1,750,000 | 300,000 |
| 106 | Tumalo Sewer System - Reserve/placeholder | | 500,000 |
| 107 | Wastewater investments in South County | | |
| 108 | Grand Total | 30,168,120 | 35,358,862 |



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, February 9, 2022

SUBJECT: Deschutes Cultural Coalition Funding Request

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes Cultural Coalition has submitted a written proposal requesting \$25,000 for their arts and culture grant program. The goal of the program is to restore and support county-wide arts and culture organizations in their effort to rebuild their capacity to serve citizens in our region. Their proposal is attached to this staff report.

For the past five years, the Board has provided support for arts and culture programs through an internal Arts and Culture grant program. In FY22, the Board allocated \$25,000 in video lottery funds to support arts and culture grants. Through this program, grants are offered to local non-profit organizations that 1) seek to increase arts and culture opportunities in Deschutes County; 2) make arts and culture education available to Deschutes County residents; and/or 3) contribute to the local economy. This year, grants were awarded to 15 organizations and ranged from \$1,500 to \$4,000.

BUDGET IMPACTS:

This request was not budgeted for FY22. If the request is awarded for FY22 or FY23, staff would seek direction from the Board for a desired funding source.

ATTENDANCE:

Cate O'Hagan, Deschutes Cultural Coalition

Laura Skundrick, Administrative Analyst

Deschutes Cultural Coalition
P.O. Box 2094
Bend, OR 97709
Fiscally Sponsored by the Deschutes Public Library Foundation

Commissioner Patti Adair
Commissioner Phil Chang
Commissioner Tony DeBone
Deschutes County
1300 NW Wall Street
Bend, OR 97701

November 8, 2021

Dear Deschutes County Commissioners:

The Deschutes Cultural Coalition, a local funding and cultural support program of the state's Oregon Cultural Trust, requests \$25,000 from Deschutes County to help restore and support county wide arts and culture organizations in their effort to rebuild their capacity to serve the citizens of this region. We thank the Deschutes County Commissioners for consideration of this proposal.

Since 2003 the Oregon Cultural Trust, created by the Oregon State Legislature in 2001, has been distributing funds throughout Oregon to support the arts, heritage and humanities. One of the channels of fund distribution is through tribal and county cultural coalitions. The 45 cultural coalitions, of which the Deschutes County Coalition (DCC) is one, are tasked annually with the job of distributing funds at a localized level, often to cultural groups that are not competitive in the state level grant process. In recent years, the Deschutes Cultural Coalition has been entrusted with approximately \$25,000 annually to grant to local arts and culture groups, from BEAT theatre for kids, LaPine Parks and Rec., to the Sisters Outdoor Quilt show as examples. While individual grants are relatively small, in the \$2,000 to \$3,000 range, the funds are vital to our smaller arts organizations. The DCC committee members are respected leaders in the arts, heritage and humanities fields.

In Q4 2020 the Oregon State Legislature voted to infuse funding into arts and culture organizations struggling for survival due to the pandemic. The State of Oregon allocated \$25,984,872 in CRF for Cultural Support (CRFCS) and tasked the Oregon Cultural Trust (OCT) with the job of distributing the funds. The OCT then turned to their on-the-ground partners, their cultural coalitions, to serve as local managers and distributors of these funds. The Deschutes County Coalition was entrusted with

\$1,018,567 to distribute equitably and in adherence with state guidelines. The DCC vetted applicants, wrote the checks, distributed the funds and reported back to the state. (The DCC is in the process of applying for its nonprofit 501(c)(3) status.)

The Deschutes Cultural Coalition knows how challenging it continues to be for our valuable arts and culture assets. We also know how to responsibly manage funds and have an excellent track record in leveraging support to maximize results. We are asking the Deschutes County Board of Commissioners to consider our request of \$25,000, which is matched dollar for dollar by an annual fund distribution by the Oregon Cultural Trust.

The collaboration with the county essentially doubles the county's support of the arts in this area at a time when arts organizations are struggling to stabilize and restore programming capacity. The DCC understands the magnitude of value the arts bring to this county through programs for children and families, vibrant entertainment venues and collaborations with the tourism industry. Our funding cycle can easily sync with the county's and we are more than happy to discuss strategies for leveraging the benefits our collaboration to support our creative community at a critical time.

We appreciate your consideration of this request.

Sincerely,

Cate O'Hagan

Cate O'Hagan
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Eric Sande

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