



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 5, 2025

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

REVISED AGENDA

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

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

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

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

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

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



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT:

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

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

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

CONSENT AGENDA

- [1.](#) Approval to accept an Oregon Health Authority Health-Related Social Needs Housing grant
- [2.](#) Approval to apply for and accept, if awarded, a five-year grant from Oregon Health and Science University to coordinate care for families who have children with special health care needs
- [3.](#) Approval of a Notice of Intent to Award a contract for the Local Road Pavement Preservation 2025 project
- [4.](#) Approval of Document No. 2025-138, an agreement accepting a grant from the Criminal Justice Commission to implement the County's Organized Retail Theft Program

[Convening as the Governing Body of the Sunriver Service District](#)

- [5.](#) Approval of Resolution 2025-004 adopting a supplemental budget and increasing appropriations for the Sunriver Service District Reserve Fund

Reconvening as the Governing Body of Deschutes County

6. Consideration of Board Signature on letter reappointing Mark Kneeshaw for service on the Facility Project Review Committee
7. Approval of the minutes of the January 24, 2025 Legislative Update meeting

ACTION ITEMS

Convening as the Governing Body of the Black Butte Ranch Service District

- [8.](#) **9:10 AM** Public Hearing and consideration of Resolution No. 2025-002 submitting to the electors in the Black Butte Ranch Service District a proposal for a new five-year local option levy to fund law enforcement services

Reconvening as the Governing Body of Deschutes County

- [9.](#) **9:20 AM** Award of agreement with Parnel Biogas Inc. for sole source procurement of landfill gas flaring equipment and startup services
- [10.](#) **9:35 AM** Health Services—Behavioral Health Reserve Fund Policy (Fund 270)
- [11.](#) **9:50 AM** Public Hearing: Greater Sage-Grouse Habitat Map Update
12. Diversity, Equity, Inclusion and Access (DEIA) Committee

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.

13. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Approval to accept an Oregon Health Authority Health-Related Social Needs Housing grant

RECOMMENDED MOTION:

Move approval of Chair signature of Document Number 2025-016 accepting a grant from the Oregon Health Authority to deliver Health-Related Social Needs Housing support services.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services (DCHS) seeks approval to accept a \$350,000 grant from the Oregon Health Authority (OHA) to deliver Health-Related Social Needs (HRSN) Housing supports and Home and Community-Based Services under the State’s 1915(i) program for eligible Oregon Health Plan (OHP) members. The term of the funding is through December 31, 2026.

HSRN Housing Benefit Program

Authorized under Oregon’s 1115 Medicaid Demonstration waiver, the HRSN Housing benefit helps OHP members maintain stable housing. This program provides various supports, including:

- Rental assistance or temporary housing (e.g., rental payments, deposits, utility assistance) for up to six months.
- Home modifications (e.g., ramps, handrails, environmental remediation).
- Pre-tenancy and tenancy support services (e.g., housing application, moving support, eviction prevention).
- Housing-focused navigation and case management services.

1915(i) Home and Community Based Services

Oregon’s 1915(i) Home and Community-Based Services allows Oregon to use matching federal Medicaid funding for Home-Based Habilitation, Behavioral Habilitation, and Psychosocial Rehabilitation services. These services are available to Medicaid recipients aged 21 or older who have been diagnosed with a chronic mental illness.

Under Oregon’s expanded 1915(i) program, qualifying OHP members can access additional services including:

- Home-delivered meals
- Housing support services
- Transition services
- Pest eradication services
- In-home personal care
- Community transportation

Purpose of the Agreement

This agreement enables Deschutes County Health Services to:

- Develop internal staffing, expertise, workflows, and resources necessary to deliver:
 - HRSN Housing supports, including rental assistance payments, to eligible members enrolled in OHP Open Card
 - 1915(i) Home and Community-Based Services to eligible OHP members
- Participate in the network of providers offering:
 - HRSN Housing supports to eligible OHP Open Card members
 - Core services under the 1915(i) program, including eligibility verification, diagnostic, and Person-Centered Care Plan Development services

The proposed community-based and in-home supports aim to help participants secure, maintain, and retain stable housing by providing behavioral health treatment and rental assistance payments. Participants will be identified by our Homeless Outreach Services Team as individuals experiencing houselessness and living with a serious and persistent mental illness.

Funding would be used as follows:

- \$241,624 will fund a new, limited duration 1.0 full-time equivalent (FTE) Behavioral Health Specialist II (BHS II) for the period April 1, 2025, through December 31, 2026. The BHS II will provide assessment, treatment planning and community-based treatment to houseless individuals.
- \$62,724 will be used to cover psychiatry provider time used for outreach care to unsheltered houseless population (approximately 284 hours at \$221/hour).
- \$45,652 (15%) will be allocated for indirect costs.

If approved by the Board, a budget adjustment and FTE resolution will be forthcoming.

BUDGET IMPACTS:

\$350,000 revenue for the period through December 31, 2026.

ATTENDANCE:

Kara Cronin, Behavioral Health Program Manager

Grant Agreement Number 184796



**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Deschutes County
Acting by and through its Health Services
2577 NE Courtney Drive
Bend, Oregon 97701
Attention: Holly Harris
Telephone: 541-322-7500
E-mail address: holly.harris@deschutes.org; amber.clegg@deschutes.org**

hereinafter referred to as “Recipient.”

The program to be supported under this Agreement relates principally to OHA’s

**Health Systems – Medicaid – Safety Net Policy
500 Summer Street NE
Salem, Oregon 97301
Agreement Administrator: Mariah Andrews or delegate
Telephone: 503-945-5772
E-mail address: mariah.andrews@oha.oregon.gov**

- 1. Effective Date and Duration.** This Agreement shall become effective on **November 15, 2024** once it is (i) signed by all parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2026**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, and C.

3. Grant Disbursement Generally. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$350,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Subrecipient Determination. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

Recipient is a subrecipient Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: _____

5. Recipient Information and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Deschutes County Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: _____

Telephone: (541) 322-7500 Fax: (541) 322-7565

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers’ Compensation Insurance Company: Midwest Employee Casualty Company

Policy #: EWC009513 Expiration Date: 7/1/2025

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient 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 Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient 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. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to OHA under this Agreement;
- (2) The information shown in Section 5.a. “Recipient Information”, is Recipient’s true, accurate and correct information;
- (3) To the best of the undersigned’s knowledge, Recipient 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;
- (4) Recipient and Recipient’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>;
- (5) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (7) Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to OHA is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN or SSN within 10 days.

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

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

Deschutes County

By:

Authorized Signature
Chair, Board of County Commissioners

Title

Anthony DeBone

Printed Name

Date

State of Oregon, acting by and through its Oregon Health Authority

By:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on November 22, 2024, copy of email approval in Agreement file.

EXHIBIT A
Part 1
Program Description

1. Background.

Authorized under Oregon's 1115 Medicaid Demonstration waiver, the Health-Related Social Needs (HRSN) Housing benefit assists eligible Oregon Health Plan (OHP) members to stay in their homes. Housing supports may include rental assistance or temporary housing (e.g., rental payments, deposits, utility assistance) for up to six months; home modifications (e.g., ramps, handrails, environmental remediation); pre-tenancy and tenancy support services (e.g., housing application, moving support, eviction prevention); and housing-focused navigation and/or case management services.

1915(i) Home and Community-Based Services allows Oregon to use matching federal Medicaid funding for Home-Based Habilitation, Behavioral Habilitation, and Psychosocial Rehabilitation services for qualified Medicaid recipients 21 years of age or older who have been diagnosed with a chronic mental illness. Under Oregon's expanded 1915(i) program, qualifying OHP members are eligible for services including home-delivered meals, housing support services, transition services, pest eradication services, in-home personal care, and community transportation.

2. Purpose.

The purpose of this Agreement is to enable Recipient to develop internal staffing, expertise, workflows, and resources necessary to:

- a. Deliver HRSN Housing supports, including rental assistance payments, to eligible members enrolled in OHP Open Card; and
- b. Deliver 1915(i) Home and Community-Based Services to eligible OHP members.

3. Desired Outcomes.

- a. Recipient participation in the network of providers available to provide HRSN Housing supports to eligible OHP Open Card members.
- b. Recipient participation in the network of providers available to deliver core services under the 1915(i) Home and Community-Based Services program, including eligibility verification, diagnostic, and Person-Centered Care Plan development services.

4. Allowable Activities.

Recipient may use grant funds for the following Allowable Activities:

- a. Providing payments for rental assistance, temporary lodging assistance, deposit assistance, utilities assistance, and other qualifying assistance payments on behalf of OHP members.
- b. Screening and identification of OHP members eligible for HRSN Housing supports.
- c. Staff costs associated with providing or facilitating HRSN Housing supports on behalf of OHP members.
- d. Development of workflows, accounting systems, training, and other internal Recipient processes associated with the delivery of HRSN Housing supports on behalf of OHP members.
- e. Screening and identification of OHP members eligible for 1915(i) Home and Community-Based Services.
- f. Staff costs associated with providing or facilitating 1915(i) Home and Community-Based Services for OHP members.

- g. Development of workflows, clinical systems, training, and other internal Recipient processes associated with the delivery of 1915(i) Home and Community-Based Services.
- h. Internal Recipient program or clinical improvements, staffing, staff development, or other activity intended to facilitate the integration of HRSN Housing supports or 1915(i) Home and Community-Based Services into the operations of the Recipient, or to enhance access to care or experience for OHP members.

5. Required Activities and Milestones.

In addition to the Allowable Activities, Recipient shall complete the following Required Activities and achieve the following Milestones:

Milestone	Required Activity
Medicaid Enrollment	Enroll as a Medicaid provider under OAR 407-120-0300 through 0400 and OAR 410-120-1260
HRSN Housing Provider Enrollment	Enroll as an HRSN Housing provider for OHP Open Card members
Business Associate Agreement	Complete Business Associate Agreement with contractor designated to perform eligibility verification for HRSN Housing supports for OHP Open Card members.
Trading Partner Agreement	Complete Trading Partner Agreement with contractor designated to perform reimbursement activities for HRSN Housing supports for OHP Open Card Members
HRSN Housing Request	Complete first HRSN Housing Request Form for an OHP Open Card member and submit to contractor designated to perform eligibility verification for OHP Open Card members.
HRSN Housing Referral Receipt	Receive first HRSN Housing referral for an OHP Open Card member.
Direct Housing Support – Initial	Complete first HRSN Housing support payment on behalf of an OHP Open Card member
Direct Housing Support – Subsequent	Complete five subsequent HRSN Housing support payments on behalf of OHP Open Card members.
1915(i) Service Authorization – Medicaid Eligibility	Submit verification of Medicaid eligibility for potential 1915(i) Home and Community-Based Services beneficiary to Independent Qualified Agent designated by OHA to administer services.
1915(i) Service Authorization – Diagnostic Eligibility	Diagnose or verify diagnosis of chronic mental illness or severe and persistent mental illness for potential 1915(i) Home and Community-Based Services beneficiary.
1915(i) Person Centered Service Plan and Care Coordination	Participate in the development of a Person-Centered Care Plan and verify changes with Independent Qualified Agent designated by OHA to administer services.

Milestone	Required Activity
1915(i) Referral Training	Medical or behavioral health provider attendance at virtual training on 1915(i) Home and Community-Based Services referral processes.
1915(i) Best Practices	Medical or behavioral health provider attendance at virtual training on best practices for providing support to individuals with co-occurring or complex behavioral health, developmental disabilities, and/or physical disabilities.

6. Progress Reporting.

- a.** Recipient’s designated staff shall meet with OHA not less than once per month, virtually or in-person, on an agreed-upon schedule to provide updates, share successes, or address barriers that may emerge regarding completion of grant agreement activities.
- b.** Recipient will promptly provide any and all documentation reasonably requested by OHA to ensure the continued compliance with and progress of the Allowable and Required Activities.

EXHIBIT A
Part 2
Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

- a. During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, OHA will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement as one lump sum after all signatures to this Agreement have been obtained. Recipient shall use the funds in accordance with the Allowable Activities enumerated in Exhibit A, Part 1, Sections 4 and 5.
- b. Recipient shall submit all requests, and reports to OHA following at the following address: mariah.andrews@oha.oregon.gov

2. Reporting Requirements

Expenditure Reports for Allowable Activities are required to document how the disbursements were used. Recipient shall submit quarterly Expenditure Reports using the template provided by OHA. Recipient must submit a final report which contains all reported quarters and accounts for all expenses for funds disbursed. If all funds have not been expended, Recipient must return those unexpended funds by December 1, 2025. Reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: November 15 – December 31	January 30
Second: January 1 – March 31	April 30
Third: April 1 – June 30	July 31
Fourth: July 1 – September 30	October 31
Fifth: October 1 – November 14	December 15
Final: All Quarterly Reports Combined	December 31

EXHIBIT B
Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. However, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Disbursements.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.
5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary

to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State 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 the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’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.
- c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State 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. The Recipient’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.

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors. Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s

contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) 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, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient 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 Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA’s Remedies for Recipient’s Default. In the event Recipient is in default under Section 9.a., OHA 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:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a

court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA’s Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days’ prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA’s support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement (“OHA Client”), including any Medicaid Eligible Individual, under its care.
- (2) OHA’s Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA’s property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. **Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

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

perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

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

12. **Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants Recipient, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
13. **Assignment of Agreement, Successors in Interest.**
 - a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
14. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.
15. **Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA’s consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.
16. **No Third Party Beneficiaries.** OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.
17. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

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

20. **Amendments; Waiver; Consent.** OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C
Subcontractor Insurance Requirements

Recipient shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Recipient and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

Recipient shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Recipient permit a Contractor to work under a Subcontract when the Recipient is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, OHA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

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

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

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

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or

operation. Coverage must be written on an occurrence basis in an amount of not less than **\$1,000,000.00** per occurrence and not less than **\$2,000,000.00** annual aggregate limit.

PROFESSIONAL LIABILITY:

Required **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than **\$1,000,000.00** per claim and not less than **\$2,000,000.00** annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than **\$1,000,000.00** per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor’s primary and Excess liability policies are exhausted.

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

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The

Additional Insured Endorsement with respect to liability arising out of Contractor’s ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

- (i) Contractor’s completion and Agency/Local Government’s acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor’s termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

STATE ACCEPTANCE:

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government’s representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT D
Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.
4. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

- 6. Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a.** Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b.** If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".
- 8. Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
- 10. Medicaid Services.** Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e.** Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform

employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

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

12. Disclosures.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. Recipient shall furnish to the State Medicaid agency or to the Health and Human Services (HHS) Secretary, within 35 days of the date of the request, full and complete information about the ownership of any subcontractor with whom the Recipient has had business transactions totaling more than \$25,000 during the previous 12 month period ending on the date of the request, and any significant business transactions between the Recipient, and any wholly owned supplier or between the Recipient and any subcontractor, during the five year period ending on the date of the request. See, 42 CFR 455.105.
- c. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- d. As such, Recipient must disclose any person with a 5% or greater direct or indirect ownership interest in the Recipient whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- e. Recipient shall make the disclosures required by this Section 12. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, as it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection,

the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

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

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

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

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: IGA 184796; 2025-016 , hereinafter referred to as "Document."

I,	<u>Anthony DeBone</u>	<u>Chair, Board of County Commissioners</u>
	Name	Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County Oregon by email.

Contractor's name

On _____ ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Approval to apply for and accept a five-year grant from Oregon Health and Science University to coordinate care for families who have children with special health care needs

RECOMMENDED MOTION:

Move approval to apply for and accept a five-year grant Oregon Health and Science University for an in-home care coordination program serving families who have children with special health care needs.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Center for Children and Youth with Special Needs (OCCYSHN), administered by Oregon Health and Science University, contracts with local public health agencies to implement the CaCoon (CAreCoordination) program. Deschutes County Health Services is requesting approval to apply for and accept another five-year grant from Oregon Health and Science University to support the CaCoon program.

CaCoon is a statewide public health program that focuses on community-based care coordination through registered nurse home visits for families with children (newborn through age 21) who have special health care needs. The program has operated in most Oregon counties, including Deschutes County, for over 30 years. According to OCCYSHN, children and youth served in the CaCoon program make fewer visits to emergency departments and have higher rates of immunizations and annual well-child and dental care visits. The most vulnerable families are prioritized for service.

CaCoon nurses partner with families to:

- Identify the child's strengths and needs
• Connect with healthcare and other community supports
• Make sure the child's health team works well together
• Assist in gathering information to make health-related decisions for the child
• Identify problems and help find solutions

Funding from this grant will support approximately 0.20 full-time equivalent Public Health Nurse II and 10% for indirect costs.

BUDGET IMPACTS:

If awarded, approximately \$171,282 (\$32,256 per year) over the five-year term.

ATTENDANCE:

Anne Kilty, Public Health Program Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Approval of a Notice of Intent to Award a contract for the Local Road Pavement Preservation 2025 project

RECOMMENDED MOTION:

Move approval of Document No. 2025-026, a Notice of Intent to Award a contract for the Local Road Pavement Preservation 2025 project.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department prepared bid solicitation documents for the Local Road Pavement Preservation 2025 project. The project scope of work includes local roadway paving in the Arrowhead Acres and Somerset subdivisions. The project was advertised in the Daily Journal of Commerce and The Bulletin on January 8, 2025. The Department opened bids at 2:00 P.M. on January 23, 2025.

Four (4) bids were received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
High Desert Aggregate and Paving	\$344,910.00
Tri County Paving, LLC	\$366,000.00
Granite Construction Co.	\$450,999.00
Knife River Corporation-NW	\$492,490.00
Engineer's Estimate	\$463,940.00

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

BUDGET IMPACTS:

The project is budgeted in the Road CIP (465) Fund for Fiscal Year 2025.

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



BOARD OF COUNTY COMMISSIONERS

February 5, 2025

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

Subject: **Notice of Intent to Award Contract**
Contract for Local Road Pavement Prservation 2025

To Whom It May Concern:

On February 5, 2025, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was High Desert Aggregate and Paving, Inc., with a bid of Three Hundred Forty-Four Thousand Nine Hundred Ten and 00/100 Dollars (\$344,910.00).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will end at 5:00 PM on February 12, 2025.**

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

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

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

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

Sincerely,

Anthony DeBone, Chair

LOCAL ROAD PAVEMENT PRESERVATION 2025
 DESCHUTES COUNTY, OREGON
 PROJECT # W66157

BID RESULTS

BID OPENING : 2:00 PM 1/23/2025

				ENGINEER'S ESTIMATE		High Desert Aggregate & Paving PO Box 1929 Redmond, OR 97756		Tri County Paving, LLC PO Box 1621 Redmond, OR 97756	
ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization	LS	1	\$37,120.00	\$37,120.00	\$25,000.00	\$25,000.00	\$22,700.00	\$22,700.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$37,120.00	\$37,120.00	\$16,000.00	\$16,000.00	\$22,700.00	\$22,700.00
3	Cold Plane Pavement Removal	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
4	Aggregate Shoulders	TON	270	\$50.00	\$13,500.00	\$43.00	\$11,610.00	\$70.00	\$18,900.00
5	Level 2, 3/8-Inch Dense ACP Mixture	TON	3,200	\$116.00	\$371,200.00	\$90.25	\$288,800.00	\$93.50	\$299,200.00
				TOTAL =	\$463,940.00	TOTAL =	\$344,910.00	TOTAL =	\$366,000.00

LOCAL ROAD PAVEMENT PRESERVATION 2025
 DESCHUTES COUNTY, OREGON
 PROJECT # W66157

BID RESULTS

BID OPENING : 2:00 PM 1/23/2025

				ENGINEER'S ESTIMATE		Granite Construction Co. 16821 SE McGilivray Blvd. Suite 210B Vancouver, WA		Knife River Corp. - NW 64500 OB Riley Rd. Bend, OR 97702	
ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization	LS	1	\$37,120.00	\$37,120.00	\$28,599.00	\$28,599.00	\$33,000.00	\$33,000.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$37,120.00	\$37,120.00	\$14,500.00	\$14,500.00	\$35,000.00	\$35,000.00
3	Cold Plane Pavement Removal	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$17,000.00	\$17,000.00
4	Aggregate Shoulders	TON	270	\$50.00	\$13,500.00	\$50.00	\$13,500.00	\$87.00	\$23,490.00
5	Level 2, 3/8-Inch Dense ACP Mixture	TON	3,200	\$116.00	\$371,200.00	\$122.00	\$390,400.00	\$120.00	\$384,000.00
				TOTAL =	\$463,940.00	TOTAL =	\$450,999.00	TOTAL =	\$492,490.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Approval of Document No. 2025-138, an agreement accepting a grant from the Criminal Justice Commission to implement the County's Organized Retail Theft Program

RECOMMENDED MOTION:

Move approval of Document No. 2025-138, an agreement accepting a grant from the Criminal Justice Commission to address organized retail theft.

BACKGROUND AND POLICY IMPLICATIONS:

In August 2024, the District Attorney's Office was selected to receive partial funding for its Organized Retail Theft (ORT) program under the Criminal Justice Commission's Organized Retail Theft grant. To be eligible to receive all of the funds requested within our original proposal, the ORT team had to establish relationships with local retailers by the end of December 2024. We completed this requirement and have been awarded the remaining funds to complete our program plan.

The funding will support an FTE at the DA's Office, as well as training, travel, and meeting expenses that involve the DA's Office, Bend Police Department and Redmond Police Department until June 30, 2025.

BUDGET IMPACTS:

\$31,940 in revenue

ATTENDING:

Kathleen Meehan Coop, Management Analyst

ORT-25-04 GRANT AGREEMENT
AMENDMENT # 1
CRIMINAL JUSTICE COMMISSION
ORGANIZED RETAIL THEFT GRANT PROGRAM

This is Amendment No. 1 to Grant Agreement No. ORT-25-04 (“Agreement”) between the State of Oregon, acting through its Criminal Justice Commission (“CJC” or “State”), and **Deschutes County Oregon** (“Recipient”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. The Grant Amount in Section 1 is amended as follows:

Grant Amount: \$49,817.00

Completion Deadline: June 30, 2025

B. Section 3.A is amended and restated to include additional disbursements as follows:

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

(1) \$17,877 by September 30, 2024; and

(2) \$31,940 by March 5, 2025.

C. The Project Description and Project Period stated in Exhibit A are amended and restated as follows:

Project Description:

Pursuant to ORS 137.686, the purpose of the Organized Retail Theft (ORT) Grant Program is to financially assist local law enforcement agencies, the Oregon State Police and community-based organizations with costs associated with addressing and prosecuting organized retail theft, as defined in ORS 164.098.

The goal of the ORT Program is to reduce organized retail theft.

Recipient shall use Grant funds to support the following program(s) in working toward the goal stated above: To collaborate with law enforcement and retailers to deter organized retail theft.

Project Period:

Start Date: April 1, 2024

End Date: June 30, 2025

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC 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.

The signatures of the parties follow on the next page.

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



STATE OF OREGON

DESCHUTES COUNTY OREGON

acting by and through its
Criminal Justice Commission

By: Ken Sanchagrin

By: _____

Ken Sanchagrin, Executive Director

Date: 1/23/2025

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

N/A

Name, Title



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Approval of Resolution 2025-004 adopting a supplemental budget and increasing appropriations for the Sunriver Service District Reserve Fund

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-004 increasing appropriations within the Reserve Fund for the 2024-25 Sunriver Service District Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Sunriver Service District (SSDJ) experienced higher than expected costs for planned purchases including self-contained breathing apparatus and improvements for police vehicles.

Details for the Reserve Fund (716) adjustments are as follows:

- Fire – SCBA’s increased a total of \$14,000. The budget amount was \$161,415 and the quote came in at \$175,415
• Police – MDT (2) – Requesting the purchase of two MDT’s—one for the unmarked CSO vehicle and one for the Captain’s vehicle. Approximately \$14,959 was unbudgeted.
• Police – (3) Tauno Cover’s for (1) patrol truck – approximately \$1,400 was unbudgeted.

The SSD Board approved these changes at its meeting on December 19, 2024.

BUDGET IMPACTS:

Increased Program Expense appropriations by \$30,359 and decrease Contingency by the same amount in the Reserve Fund.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager, Deschutes County Finance
Mindy Holliday – Administrator, Sunriver Service District

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

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

A Resolution Increasing Appropriations *
Within the Sunriver Service District * RESOLUTION NO. 2025-004
Budget for Fiscal Year 2024-25. *

WHEREAS, the 2024-25 Fiscal Year necessitates increased appropriations within the Sunriver Service District Budget to account for changes that have occurred since budget adoption, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to increase appropriations to accommodate this request; now, therefore,

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

Section 1. That the following amounts be appropriated in the 2024-25 District Budget:

RESERVE FUND	
Public Safety	\$ 30,359
<u>Contingency</u>	<u>\$ (30,359)</u>
Reserve Fund Total	<u>\$ -</u>

Section 3. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2024-25 fiscal year.

DATED this _____ day of February, 2025.

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

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

REVENUE

Item	Line Number	Project Code	Segment 2	Account Number	Description	Current Budgeted Amount	To (From)	Revised Budget
						-	-	-
TOTAL						-	-	-

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Account Number	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
1				716-4000-422-9424		AUTO - POLICE DEPARTMENT	83,040	16,359	99,399
2				716-4000-425-9430		FIRE EQUIPMENT	161,415	14,000	175,415
3				716-4000-501-9701		CONTINGENCY	75,000	(30,359)	44,641
TOTAL							319,455	-	319,455

SSD experienced higher than expected costs for planned purchases including self-contained breathing apparatus, and improvements for police vehicles.

Fund:
Dept:
Requested by:
Date:

Sunriver-716
Reserve Fund
Mindy Holliday
2/5/2025



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-002 submitting to the electors in the Black Butte Ranch Service District a proposal for a new five-year local option levy to fund law enforcement services

RECOMMENDED ACTION:

First, hold a public hearing. Thereafter, consider Resolution No. 2025-002 submitting to the electors in the Black Butte Ranch Service District an election on a new five-year local option levy to fund law enforcement services. [Note: Actions undertaken as the governing body of the Black Butte Ranch Service District.]

BACKGROUND AND POLICY IMPLICATIONS:

The District would use the revenue from the five-year local option tax to maintain current law enforcement service levels.

Passage of this measure would not require a 50 percent voter turnout.

BUDGET IMPACTS:

If the measure is approved by the electors, the District will have authority for five years to levy \$0.78/per \$1,000 of assessed value to maintain current levels of law enforcement services.

ATTENDANCE:

BBR Police Chief
County Legal

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT

A Resolution Submitting to the Electors in the
Black Butte Ranch Service District an Election on
a Five-Year Local Option Levy to Fund Law
Enforcement Services * * * RESOLUTION NO. 2025-002 * * *

WHEREAS, the Governing Body of the Black Butte Ranch Service District (“Governing Body”), has determined that a five-year levy should be submitted to the qualified electors of the Black Butte Ranch Service District (“District) as established by Section 11, Article XI of the Oregon Constitution in order to permit the proper operation of the District; and

WHEREAS, the Governing Body considers adequate funding to maintain law enforcement services in the District as necessary and in the public interest; and

WHEREAS, the Governing Body finds that anticipated revenues are insufficient to provide adequate services without the funds generated by a special tax levy; and

WHEREAS, the Governing Body determines that a levy with \$0.78 per \$1,000 of assessed value levied within the District is necessary to maintain current service levels; and

WHEREAS, it is necessary to submit the question of authorizing a five-year levy to the registered electors of the District, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as the GOVERNING BODY OF THE BLACK BUTTE RANCH 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 electors of Black Butte Ranch 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 electors of the District, at the election to be held May 20, 2025.

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 electors.

Dated this _____ of February, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON, as the
GOVERNING BODY OF THE BLACK BUTTE
RANCH SERVICE DISTRICT

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT "A"

ARGUMENT

The current assessed value of Black Butte Ranch is \$781,675,246. The District's current tax levy has a cap of \$1.0499 per \$1,000 assessed value. In 2010 the electors approved a local option levy of \$.55 per \$1000 of assessed value. The electors renewed the five-year levy in 2015, and in 2020 approved a five-year levy at \$.65 per \$1000 assessed value. The five-year levy approved in 2020 expires June 30, 2025. State law limits increases in assessed valuation to 3% per year. In addition, the assessed value of houses that are upgraded by remodeling may go up more than 3% and newly constructed houses are added to the tax base. Since Black Butte Ranch is nearly built out, assessed values are limited to 3% plus an amount based on remodels and new construction. The expected increase in assessed value is anticipated to be approximately 3.40% per year. Once the current local option levy expires this year, revenues would no longer cover operating expenses at current service levels.

In addition, the District is currently negotiating a two year contract with the police officer's union and is operating under the status quo from the 5 year contract that expires on June 30, 2025. By state law, police are not allowed to strike, but in return, they must be compensated commensurate with other departments of similar size located in similarly populated communities. A new contract based upon an increase in compensation levels would increase the cost of operations. It can be reasonably assumed that officer compensation costs will increase for many reasons including recruitment, retention, and collective bargaining. Increasing tax revenues through a local option levy at \$0.78 per \$1000 of assessed value is necessary in order for the department to provide 20-hour police patrols, 7 days a week.

Approximately 200 of the 1251 home sites are occupied year round. That leaves 1050 vacant homes during much of the year. Vacant homes are vulnerable to theft, burglary or persons who unlawfully take up residence and occupy them. The police department is responsible for monitoring and enforcing the Ranch Rules and other quality of life issues that may arise throughout the year including access control.

The District's population is aging and its patrol officers are usually first on the scene in the event of a medical emergency. They are equipped with, and are trained to use, defibrillators which may be needed by a resident placing an emergency call. During the busy months, Black Butte Ranch also has many children using its recreational facilities and a police presence is necessary to discourage those who may harm these children.

Since approximately 75% of the District budget relates to payroll items, if revenues are not increased, a reduction in personnel may be necessary. Currently the District provides 20-hour patrols, 7-days per week, but if this levy does not pass, there may be additional periods of time when no officer is on duty. A reduction of police presence on The Ranch might result in unacceptable delays in response time and increased risk of injury to persons and property.

Passage of the tax measure would enable the District to maintain current patrol levels, and current levels of security service on behalf of Black Butte Ranch homeowners, guests and their property.

Submitted by
Black Butte Ranch Service District Managing Board

EXHIBIT "B"

Notice Of District Measure Election

Date of Election - May 20, 2025

Caption - Black Butte Ranch Service District Five-Year Local Option Levy

Question - Shall the District levy a five-year local option tax at \$0.78 per \$1,000 for operations starting in 2025-2026?

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

Summary - The Black Butte Ranch Service District will use revenue from this five-year local option tax to maintain current service levels. The Black Butte Service District's current yearly revenue increases are approximately 3-3.5% per year. Approving the proposed rate will generate approximately \$651,872 in 2025-2026, approximately \$674,035 in 2026-2027, approximately \$696,952 in 2027-2028, approximately \$720,649 in 2028-2029, and approximately \$745,151 in 2029-2030. The total amount of tax to be raised by this measure is approximately \$3,488,659. On a \$500,000 home, the assessment will be \$32.50 per month or \$390 per year. 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.

EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET (2025)

Ballot Title Caption: Black Butte Ranch Service District Five-Year Local Option Levy

Measure Number: _____ Word Total (500 Maximum) 226

(Explanatory Statement Shall Be Typed)

The Black Butte Ranch Service District (the "District") provides police services to its residents. The District's current permanent tax levy is \$1.0499 per \$1000 of the assessed value of property in the District.

In 2010 the electors within the District approved a local option levy of \$0.55 per \$1000 of assessed value. The electors within the District renewed the levy in 2015. In 2020 the electors approved a local option levy of \$0.65 per \$1000 of assessed value. The levy approved in 2020 expires June 30, 2025; the District is requesting approval of a local option tax to maintain existing operations. This proposed local option tax is \$0.78 per \$1000 of assessed value of property. On a \$500,000 home, the assessment will be \$32.50 per month or \$390.00 per year.

This proposed levy will generate approximately \$651,872 in 2025-2026, \$674,035 in 2026-2027, approximately \$696,952 in 2027-2028, approximately \$720,649 in 2028-2029, and approximately \$745,151 in 2029-2030.

Approximately 75% of the District's budget is spent on payroll and related costs. The District currently has six sworn law enforcement officers and one administrative person on staff.

The District currently has a \$.65 local option tax that expires this year. If this new local option tax is not approved, there would be a significant budget shortfall. Options to address the shortfall would be a reduction in patrol staff and services.



Person responsible for the content of the Explanatory Statement:

(Typed) Anthony DeBone, Chair _____

(Signed) X _____

BOCC of Deschutes County, Oregon as the Governing Body of the Black Butte Ranch Service District
Name of the Governing Body the person represents. _____

Request for Ballot Title

Preparation or Publication of Notice

02/05/2025 Item #8.

REV 08/21
OAR 165-014-0005

No later than the **81st day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
Election Date May 20, 2025	Authorized Official Anthony DeBone, Chair Deschutes County BOCC
Contact Phone 541-388-6624	Email Address anthony.debone@deschutes.org
Referral Information	
Title, Number or other Identifier	
This Filing is For	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input checked="" type="checkbox"/> Publication of Notice Ballot title below.
Ballot Title Additional requirements may apply	
Caption 10 words which reasonably identifies the subject of the measure. Black Butte Ranch Service District Five-Year Local Option Levy	
Question 20 words which plainly phrases the chief purpose of the measure. Shall the District levy a five-year local option tax at \$0.78 per \$1000 for operations starting in 2025-2026? 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 Black Butte Ranch Service District will use revenue from this five-year local option tax to maintain current service levels. The Black Butte Ranch Service District's current yearly revenue increases are approximately 3-3.5% per year. Approving the proposed rate will generate approximately \$651,872 in 2025-2026, approximately \$674,035 in 2026-2027, approximately \$696,952 in 2027-2028, approximately \$720,649 in 2028-2029, and approximately \$745,151 in 2029-2030. The total amount of tax to be raised by this measure is approximately \$3,488,659. On a \$500,000 home, the assessment will be \$32.50 per month or \$390 per year. 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.	
<i>By signing this document:</i> → I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.	

Signature _____ Date Signed _____

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

Date of Notice	Name of District	Name of County or Counties	Date of Election
	Black Butte Ranch Service District	Deschutes	May 20, 2025

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.

Black Butte Ranch Service District Five-Year Local Option Levy

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

Shall the District levy a five-year local option tax at \$0.78 per \$1000 for operations starting in 2025-2026?
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 Black Butte Ranch Service District will use revenue from this five-year local option tax to maintain current service levels. The Black Butte Ranch Service District's current yearly revenue increases are approximately 3-3.5% per year. Approving the proposed rate will generate approximately \$651,872 in 2025-2026, approximately \$674,035 in 2026-2027, approximately \$696,952 in 2027-2028, approximately \$720,649 in 2028-2029, and approximately \$745,151 in 2029-2030. The total amount of tax to be raised by this measure is approximately \$3,488,659. On a \$500,000 home, the assessment will be \$32.50 per month or \$390 per year. 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.

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 Anthony DeBone	Title Chair, Deschutes County BOCC
Mailing Address 1300 NW Wall Street, Bend, OR 97703	Contact Phone 541-388-6624

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Award of agreement with Parnel Biogas Inc. for sole source procurement of landfill gas flaring equipment and startup services

RECOMMENDED MOTION:

- 1) Move approval of Resolution 2025-003 for the sole source procurement of supplying landfill gas flaring equipment and startup services with Parnel Biogas Inc.
- 2) Move approval of Document No. 2024-950, a contract with Parnel Biogas Inc. for landfill gas flare equipment and startup services.

BACKGROUND AND POLICY IMPLICATIONS:

In October 2021, the Oregon Department of Environmental Quality (DEQ) adopted OAR 340-239 relating to landfill gas emissions. This rule outlines additional requirements for monitoring landfill gas (methane) through Surface Emissions Monitoring (SEM) to quantify concentrations of methane on landfills. The rule also outlines testing parameters for both open and enclosed flares for mandatory gas collection and control systems (GCCS). Because the Knott Landfill GCCS is currently operated as a voluntary system to control the movement of gas from the property to neighboring properties, it is exempt from the required source testing of the flares.

In December of 2023, the County's Department of Solid Waste received the Title V Permit No. 09-0040TV-01 renewal from DEQ. Language in the renewed permit requires the use of either an enclosed flare that can be source tested through specific standards as defined in the permit, or an open flare that can be tested through the same method regardless of the GCCS being a voluntary system. The existing open flare was not designed to be source tested using the method options specified in the renewed permit. The current open flare is approximately eight years old and was built by Parnel Biogas Inc. Some features of the flare—including the skid, blowers and blower motors—are reusable.

Sole sourcing with Parnel Biogas Inc. to reuse compatible components from the existing flare will result in an estimated savings to the County between \$175,000-\$325,000 based on an evaluation conducted by Jacobs Engineering of what a new flare may cost. It is anticipated that the flare will operate only as a back up to the RNG facility with a yearly run time of 262 to 438 hours, or three to five percent of the main facility.

This services agreement is for the purchase of enclosed flare components and startup services for the completed enclosed flare.

BUDGET IMPACTS:

The total amount of the contract is \$428,240.15. Funds have been budgeted in the Solid Waste FY25 Capital Project 613 fund for a landfill gas flare.

ATTENDANCE:

Tim Brownell, Director of Solid Waste

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Declaring a Sole Source *
Procurement for supplying landfill gas flaring * RESOLUTION NO. 2025-003
equipment and startup services with Parnel *
Biogas Inc.

WHEREAS, ORS 279A and applicable contracting rules in Deschutes County Code generally require that contracts for public improvements be let to the lowest bidder; and

WHEREAS, Deschutes County has adopted the Model Rules of Public Contracting, including applicable provisions in OAR 137; and

WHEREAS, the Board of County Commissioners is designated as Deschutes County’s Local Public Contract Review Board; and

WHEREAS, OAR 137-047-0275 authorizes the Local Public Contract Review Board to award a contract for goods or services without competition when it determines in writing that the goods or services, or class of goods or services, are available from only one source; and

WHEREAS, based on the findings in Exhibit A, attached and incorporated by reference, the Local Public Contract Review Board finds that the goods/services for supplying landfill gas flaring equipment and startup services is available in Oregon only from Parnel Biogas Inc.; and

WHEREAS, pursuant to OAR 137-047-0275, public notice of intent to award sole source contract was published on the County website on 12/19/2024 through 12/26/2024 (Sole Source Public Notice as Exhibit B) and The Bend Bulletin on 1/9/2025 through 1/16/2025 (Sole Source Public Notice Exhibit C) no protests have been received; and

WHEREAS, because only one source is available within Oregon to provide the necessary goods/services, the Board of County Commissioners intends to award the contract; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, acting in its capacity as the Local Public Contracting Review Board, as follows:

Section 1. The Board adopts the findings in Exhibit A and authorizes awarding of the sole source contract to Parnel Biogas Inc.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Dated this _____ of _____, 2025

PATTI ADAIR, Chair

TONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: 12/16/2024 **Department:** Solid Waste **Document Number:** 2024-950

Type of Document: Services Agreement

Starting Date: December 12, 2024 or the date on which each party has signed the contract

Ending Date: December 31, 2025

Contractor/Supplier/Consultant Name: Parnel Biogas, Inc.

Annual Value or Total Payment: \$428,240.15

Purpose of Document: In October 2021 the Oregon Department of Environmental Quality (ORDEQ) adopted OAR 340-239 relating to landfill gas emissions. The rule outlined additional requirements for monitoring landfill gas (methane) through Surface Emissions Monitoring (SEM) to quantify concentrations of methane on landfills. The rule also outlines testing parameters for both open and enclosed flares for mandatory gas collection and control systems (GCCS). The Knott Landfill GCCS is currently operated as a voluntary system to control the movement of gas from the property to neighboring properties, therefore was exempt from the required source testing of the flares.

In December of 2023 the Department of Solid Waste received the Title V Permit No. 09-0040TV-01 renewal from the ORDEQ . Language in the renewal requires the use of an enclosed flare that can be source tested through specific standards as defined in the permit or an open flare that can be tested through the same method regardless of the GCCS being a voluntary system. The existing open flare was not designed to be source tested using the method options specified in the permit renewal. The current open flare is approximately 8 years old and was built by Parnel Biogas Inc. Some features of the flare including the skid, blowers and blower motors are reusable. By sole sourcing with Parnel Biogas Inc. to reuse compatible components off of the existing flare there is an estimated savings to the County between \$175,000-\$325,000 based on an engineered estimate provided by Jacobs engineering of what a new flare may cost. It is anticipated that the flare will operate only as a back up to the RNG facility with a yearly run time of 262-438 hours (3-5 percent respectively).

This services agreement is for the purchase of enclosed flare components and start up services for the completed enclosed flare.

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

Insurance expiration date: 9/2/2025 Risk Mgmt review/date:

Contract initiation method:

RFP, solicitation or bid process

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

- Informal quotes (<\$250K)
- Exempt from RFP, solicitation or bid process (specify below – see DCC §2.37)

County Code 2.3.090.D.2. Is reasonably expected to result in substantial cost savings to the county or to the public, or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070.

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

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

Funding Source: Included in current budget? Yes No

Cost Center/Project String: 6136250

If No, is a budget amendment required? Yes No

Departmental Contact and Title: Jeff Merwin, Compliance and Infrastructure Manager
Phone #: 541-322-7180

Department Director Approval:


Signature

12.17.24
Date

Distribution of Document:

Return to Solid Waste for distribution

Official Review:

County signature required (check one):

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

For grants, signature required (check one):

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

Legal Review _____ Date _____

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2024-950**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Solid Waste Department (County) and Parnel Biogas, Inc. (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be December 12, 2024 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on December 31, 2025, whichever date occurs first. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.
Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.
Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5, and Attachment A.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:
Federal Tax ID# or Social Security #: 73-1570805
Is Contractor a nonresident alien? Yes No
Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature: *Jeff Parker* Title: President
JEFF Parker 12/12/24
Name (please print) Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$250,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this 16th of February, 2024 Dated this _____ of _____, 20____
Tim Brownell ANTHONY DeBONE, Chair, County Commissioner
TIM BROWNELL, DIRECTOR OF SOLID WASTE PATTI ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
- 2) This Contract may be modified to accommodate the change in available funds.
- 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
- 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect; incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
 - c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
 - d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
 - e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
 - f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.
- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
 - b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
- 10. Work Standard.**
- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
 - b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
- 11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.
- 12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.
- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
 - b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.

- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, 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 County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to

act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

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

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

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

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Jeff Parker
Parnel Biogas, Inc.
13701 S. Casper Street
Glenpool, Oklahoma 74033
jeff@parnel.net

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

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

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-950
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. **Contractor shall perform the following work:**
 - a. The Contractor shall provide all personnel, labor, materials, tools and equipment necessary for the purchase and startup services as specified in the Parnel Biogas Inc. Proposal #1262024 dated December 9, 2024, attached hereto and made a part of this Contract by this reference as Attachment A.
 - b.

2. **County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:
 - a. N/A
 - b.

3. **Consideration.**
 - a. County shall pay Contractor on a lump sum basis as presented in the Parnel Biogas Inc. Proposal #1262024 dated December 9, 2024, attached hereto and made a part of this Contract by this reference.
 - b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES NO [Check one]

4. **The maximum compensation.**
 - a. The maximum compensation under this contract, including allowable expenses, is \$428,240.15
 - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. **Schedule of Performance or Delivery.**
 - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule: Lump sum in accordance with the Parnel Biogas Inc. Proposal #1262024 dated December 9, 2024.
 - b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-950
INSURANCE REQUIREMENTS**

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

Contractor Name: Parnel Biogas, Inc.

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

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

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

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

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

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

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

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

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

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

Claims Made Policy Approved by County Not Approved by County

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

Per Occurrence

Personal Auto

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors.

A personal automobile policy of no less than the minimum insurance requirements set by the State of Oregon (ORS 806.070) will be accepted if a contractor is a sole proprietor and does not own vehicles registered to the business.

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

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

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

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-950
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Jeff Park President 12/12/24
Signature Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

- If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
- Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and
- All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Jeff Park 12/12/24
Contractor Signature Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.



Contractor Signature

12/12/24

Date

**EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-950
Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

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

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

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

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

JEFF PARKER
Contractor Printed Name
President
Contractor Title

Jeff Parker
Contractor Signature
12/12/24
Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-950
Expense Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
2. **Approved reimbursements:**
 - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
- c. Lodging.
- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2024-950**

**Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.**

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.


Contractor Signature

12/12/24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 5727 South Lewis Ste 420 Tulsa, OK 74105	CONTACT NAME: Kendal Roberts PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Kendal.Roberts@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Parnel Biogas Inc Jeff Parker 13701 S Highway 75 Glenpool, OK 74033	INSURER A : Indian Harbor Insurance Company NAIC # 36940	
	INSURER B : Technology Insurance Company Inc 42376	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		US00086295LI24A	9/2/2024	9/2/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			US00086295LI24A	9/2/2024	9/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			US00086296LI24A	9/2/2024	9/2/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
							Aggregate	\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TWC4349371	1/1/2024	1/1/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Commercial General L			US00086295LI24A	9/2/2024	9/2/2025	Professional	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Deschutes County Services 61050 SE 27th St Bend, OR 97702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



December 9, 2024

Jacobs Engineering Group
1100 112th Ave. NE, Suite 500
Bellevue, WA. 98004

Cell: 425-785-5216

Attention: Evan Griffiths

RE: 2000 scfm Enclosed Landfill Gas Flare

Gentlemen:

The solution to landfill gas control begins with selecting a company that specializes in just that! Parnel Biogas Inc. is dedicated to supplying quality landfill gas flaring equipment and service.

As a company Parnel Biogas Inc. offers:

- The latest and best available Landfill Gas Control Technology
- Flare performance guarantees
- Qualified service personnel
- And the commitment to respond to your Landfill Gas Flaring needs, immediately

Parnel Biogas Inc. Landfill Gas Flares meet the stringent operating requirements set forth by the major landfill operators. The flare combustion chamber is designed to provide the necessary residence time to completely combust the landfill gas. The control system is designed to operate one or two gas blowers and will operate the flare in manual and automatic in a trouble free and safe manner.

Parnel Biogas Inc. though extensive field experience has improved on conventional flare designs in the following areas:

- Parnel Biogas Inc. Enclosed Flares are designed to prevent flame instability and flame lift off.
- Parnel Biogas Inc. Enclosed Flare tips are constructed of stainless steel with an integral flame holder to provide superior flame retention even in high wind conditions.
- State of the art PLC control burner management
- Guaranteed emission values
- The Parnel Biogas Inc. proprietary NG pilot is designed exclusively for Landfill Gas service to provide superior pilot performance and trouble free operation.

Parnel Biogas Inc. would like to earn the opportunity of being your preferred Landfill Gas Flare supplier. We enjoy discussing this proposal with you in detail at your convenience

Sincerely,

Jeff Parker
President

Process Specifications

Landfill Gas Flow rate (max Flare)	2000 scfm
Landfill Gas Flow rate Flare (min Flare)	200 scfm
Flare turn down	10:1 based on available gas concentration
Flare exit velocity (not to exceed)	60.0 ft/sec
Landfill Gas Composition:	
Methane	55%
CO2, N2, O2, VOC's, H2O, H2S	45%
Heat Release (max)	60.1 MMBtu/hr
Inlet Pressure to flare	10" WC (approx)
Blower motor Horsepower	N/A
Sight Elevation	3623 ASL approx.
Design wind load per ASCE 7-93	110mph
Noise level at 3ft.	< 85dba
Design ambient air temperature	-30F to 110F
Electrical Area Classification	Non-hazardous

Parnel Biogas Inc. is pleased to submit the following proposal for the Landfill Gas Enclosed Flare.

SITE CONDITIONS

Design Wind Speed	100 MPH standard design
Site Elevation	3623 MSL
Electrical Area Classification	Non-hazardous

EMISSIONS

PARNEL BIOGAS guarantees that the flare will operate without smoke at the design Conditions.

Resident times are in excess of .8 seconds

Expected stack gas emissions

OPERATING TEMPERATURE 1600F

Volatile Organic Compound (VOC) Destruction Efficiency: 99% minimum and total non-methane organic compound (NMOC) emissions at a demonstrated destruction efficiency of 98% or greater.

Total Hydrocarbon (THC) Destruction Efficiency	>98.9%	Expected Flue gas composition based on 55% CH4	CO2	5.9 %
			N2	73.5 %
Total Non-methane Hydrocarbon (NMHC) Destruction Efficiency	>98.9%		O2	13.6 %
			H2O	6.8 %
Nox (lbs/MMBtu)	0.06			
CO (lbs/MMBtu)	0.20			

The above emission values are expected values based on test results of operating Units. Guaranteed values are twice the expected values.

Sulfur emissions will be on a "Mole in = Mole out" basis

Parnel Biogas Inc. Proposal # 1262024

December 9, 2024

Page 5

FLARE STACK ASSEMBLY

The Stack assembly is a 9 ft diameter x 45 ft overall height vertical, cylindrical vessel. A-36 or equal material 3/8" minimum thickness welded to A W S standards for maximum structural integrity. A-36 or equal material 3/8" minimum thickness welded to A W S standards for maximum structural integrity. Flare stack will be constructed in two sections the lower burner section and the upper stack section. Base ring template included. Surface prep will be SP6 blast with a high temperature primer coat and a high temp surface coat Sherwin Williams flame troll Black.

Two (2) 1" layers of ceramic blanket (2600F hot face and 2100F backup/ staggered layers) on 310ss pins and ceramic keepers and rigidizer. All seams are overlapped in all directions to accommodate the shrinkage of the blanket after contact with high temperatures.

One (1) 10" 150# flanged inlet

Three (3) Thermocouple connections are located every 10 Ft up the stack. If the flare operates at low flow rates, the lower connections may be used for accurate temperature measurement.

Four (4) flanged 4" flanged flue gas sample points located 90 degrees apart, five feet below the flare exit.

Parnel Biogas Inc. stainless steel rain cap/ refractory protector to prevent rain end soak of the refractory

Trunnion lift lugs located approximately 5 ft from the top of the flame. These lugs do not need to be cut off and can be used again after the flare has been in service.

Thermocouple conduit with standoffs.

Nine (9) Individual burners with stainless steel flame arrestor tips and Parnel Biogas Inc. flame retention rings.

One (1) Parnel Biogas Inc. proprietary pilot and ignition system. NG Pilot is accessible from outside the flare

One (1) flanged 4" sight port assembly

Two (2) 2"x 1 1/4" swedge connection for flame scanners.

One (1) purge blower connection with 3/4hp purge blower.

One (1) 10" Flame arrestor

Two (2) 8" HP double offset, fire safe Fail close/Control valves (API 607), Two (2) 8" HP manual isolation valves upstream of control valves and Two Pressure transmitters (One for flare and one for plant feed)

Three (3) Enclosed flare thermocouples

Three (3) heavy-duty air dampers, Two (2) with electric actuator for automatic temperature control and One (1) With manual locking hand quadrant.

PRICING

One Parnel Biogas Inc. standard 2000scfm Enclosed Landfill flare. One 9' x 45' enclosed ground flare, Master control panel upgrade parts needed to operate enclosed flare.

PRICE.....\$ 424,085.15

OPTIONS

Freight not to exceed (FOB Knott Landfill).....\$ included

Four (5) days System START-UP and travel expenses included.....\$ included

RECOMMENDED SPARE PARTS

Three (3) Thermocouple assemblies (Parnel Standard)
Flame scanner

SPARE PARTS PRICE.....\$ 4155.00

Drawings will be ready for approval in 5-7 weeks. System can be shipped 25-30 weeks after receipt of purchase order.

If start up exceeds five (5) days, Parnel Biogas Inc. field service rate: \$1500.00 a service day plus expenses.

Parnel Biogas includes 1 week for client drawing approval. Approval taking longer than seven days could extend shipping date.

To accept the price and give Notice to Proceed please sign below:

Date:

The following are to be provided by the customer:

Receiving, unloading, inspection of equipment

Interconnecting piping from Landfill header to equipment

Erection and installation of all equipment

Pilot gas Natural Gas supply and piping

Foundation design

Electrical service connection

The following are to be provided by Parnel Biogas Inc. (E-copies PDFs)

General arrangement drawings

P&ID's

Electrical interconnect drawings

Sufficient details for assembly

Shipping Lists

Instrument and equipment specifications

Three copies of operations manuals

Parnel Biogas Inc.
Sales inside the US

FOB POINT: All equipment is FOB Knott Landfill

This proposal is void after 30 days. Acceptance of any order is at the sole discretion of Parnel Biogas Inc. Credit approval and agreement by the buyer to Parnel Biogas Inc. Terms and conditions

Pricing: Pricing quoted in this proposal is based on the total quantity of items being offered. Partial orders or changes in quantity may necessitate a change in pricing unless stated otherwise in the body of this proposal, No taxes or duties are included in pricing. Pricing is based upon the specifications provided to Parnel Biogas Inc. by the customer and referenced in this proposal. Additions to or changes will result in changes in pricing. The pricing presented in this proposal is based on the following payment terms.

25% upon receipt of purchase order
25% submittal of drawings
20% upon start of fabrication
20% when ready to ship
10% upon system start of commissioning

Invoices: Invoices are due net 30 days. Due to current fluctuations in raw material prices and delivery Past due invoices will be charged interest at prime plus 1.5%.

Delivery: The delivery dates presented in this proposal are preliminary. The actual dates are variable dependent on variables at the time of the order and will also be affected by (1) SCOPE CHANGES MADE BY THE BUYER (2) DELAYS BY THE BUYER IN APPROVING DRAWINGS (3) OR ANY OTHER DELAYS BY BUYERS IN PERFORMING ITS OTHER OBLIGATIONS UNDER THIS ORDER.

THIS INFORMATION IS PROPRIETARY TO PARNEL BIOGAS INC



DETERMINATION THAT PARNEL BIOGAS INC. IS THE SOLE SOURCE FOR KNOTT LANDFILL ENCLOSED FLARE

ORS 279B.075 allows Deschutes County to award a contract without a competitive process when the goods are available from only one source. This document provides findings to support the conclusion that the County can contract with **Parnel Biogas Inc.** for **supplying landfill gas flaring equipment and startup services** for the **Knott Landfill Enclosed Flare**.

Findings

1. **Adding additional landfill gas flaring equipment to the existing open flare skid and blower assemblies**

2. **[Check one:]**

The efficient utilization of existing goods requires the acquisition of compatible goods or services. **Retain and reuse existing open flare components to convert to an enclosed flare.** *ORS 279B.055(4) 2. Is reasonably expected to result in substantial cost savings to the county or to the public, or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070.*

The goods or services required for the exchange of software or data with other public or private agencies are available from only one source.

The goods or services are for use in a pilot or an experimental project. **[describe pilot or experiment and length of project].**

The goods or services are available from only one source. **[describe efforts to locate additional vendors]**

3. The sole source was advertised on the **County’s website** on **12/19/24-12/26/24** and in **The Bend Bulletin** on **1/9/25-1/16/25** and was not contacted by any other contractor interested in providing these services.

4. The County is not aware of any other contractor able to provide the services required.

5. **Parnel Biogas Inc.** therefore is the sole source to provide **landfill gas flaring equipment and startup services** for the County.

These findings support the conclusion that the County can contract with **Parnel Biogas Inc.** as sole source provider of **Knott Landfill Enclosed Flare**.

[Include if taken to BOCC:] Adopted by the Board of County Commissioners acting as the Local Contract Review Board on _____.

Form approved via Tyler ERP workflow.

EXHIBIT B

PUBLIC NOTICE

Notice of Intent to Award Sole Source Contract

Deschutes County intends to enter into an agreement for goods and services which has been determined to qualify as a "Sole Source" purchase made in accordance with ORS 279B, OAR 137-0710 and DCC 2.37. The purpose of this Notice of Intent to Award is to publicly announce the County's intent to award a sole source contract for supplying landfill gas flaring equipment and startup services. The proposal price is: \$428,240.15.

Any Contractor who does not agree that the specified goods and services is available only from Parnel Biogas, Inc. the only flare supply company qualified to supply components to convert the existing open flare to an enclosed flare - determined to be the sole source - may protest the Notice of Intent to Award by contacting the Deschutes County Board of Commissioners at 1300 NW Wall Street, Bend, OR 97703, within seven (7) days after the publication date of this Notice. Your protest must be in writing and describe the basis for the protest.

Affidavit of Publication
STATE OF OREGON, COUNTY OF DESCHUTES

EXHIBIT C

I, Julius Black, a citizen of the United State and a resident of the county aforesaid; I am over the age of eighteen years, and not part to or interested in the above-entitled matter. I am the principal clerk of the printer of

The Bulletin
P.O. BOX 6020, BEND, OR 97708

a daily newspaper of general circulation, published in the aforesaid county and state as defined by ORS 192.010 and ORS 192.020, that

Acct Name: DESCHUTES COUNTY SOLID WASTE

PO Number:

Legal Description: PUBLIC NOTICE NOTICE OF INTENT TO AWARD SOLE SOURCE CONTRACT DESCHUTES COUNTY INTENDS TO ENTER INTO AN AGREEMENT FOR GOOD AND SERVICES WHICH HAS BEEN DETERMINED TO QUALIFY AS A "SOLE SOURCE" PURCHASE

a printed copy of which is hereto affixed was published in each regular and entire issue of the said newspaper and not in any supplement thereof on the following dates to wit:

1/09/25, 1/10/25, 1/12/25, 1/14/25, 1/15/25, 1/16/25

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature

Dated at Bend, Oregon, this 16th day of January, 2025

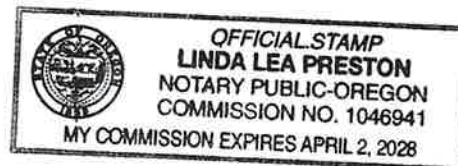
AdName: 465120

State of Oregon, County of Deschutes

Subscribed and Sworn to before me this 22ND day of JAN, 2025 by



Notary Public for Oregon



No. _____
in the _____ Court of the

STATE OF OREGON
for the
COUNTY OF DESCHUTES

AFFIDAVIT OF PUBLICATION

Filed. _____
By _____
From the office of

Attorney for _____



PUBLIC NOTICE

Notice of Intent to Award Sole Source Contract

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CLASSIFIEDS

bendbulletin.com

200 TRUCKS/AUTOS

207 SUV's



Toyota Rav4 2003
Good condition
~119k miles
Extra set of rims included
\$5,500.00
541-977-6017 text ok

728 Dogs, Cats, Pets



AKC Golden Retriever Puppies!
AKC Golden Retrievers. Dark red in color. Parents OFA CHIC Certified - Hips/Eyes/Elbows/Heart/DNA. Both parents on site. Ready for homes approximately January 27th.

Delivery Available.

Both of our mamas have litters this winter! \$1,500.00
541-962-5589
robinsg@eou.edu

728 Dogs, Cats, Pets



Saint Bernard Puppies
Purebred Saint Bernard puppies. 3 Males, 4 females. Will have first round of vaccines and have already started potty training. Available to go to new homes January 21st. \$1,500.00
541-951-3567
audrineb@hotmail.com

100 NOTICES

101 Legal Notices

PUBLIC NOTICE

Notice of Intent to Award Sole Source Contract
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BULLETIN CLASSIFIEDS

Search the area's most comprehensive listing of classified advertising ... real estate to automotive, merchandise to sporting goods. *The Bulletin Classifieds* appear every day in the print or on line.
Call 541-385-5809
www.bendbulletin.com



AKC Champion Bloodlines fawn Pug Puppies. Ready for Christmas.
We have 2 adorable female AKC registered Pug Puppies. These babies are champion bloodline. You will fall in love with these precious babies. Ready for Christmas. Serious inquiries only please. \$2,500.00
541-480-2422
Missyrene88@yahoo.com

Garage Sales Garage Sales Garage Sales

Find them in
The Bulletin Classifieds
541-385-5809

700 LIVESTOCK/ ANIMALS/PETS

710 Pets & Supplies



Aussiedoodles Puppies
Our Aussiedoodle puppies are raised with care, health-tested parents, training, vet-checked, vaccinated, two-year health guarantee, and delivery options.
arenavalleyacres.com, \$1200
208-602-2852
arenavalleyacres@gmail.com

NOTES

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SOLE SOURCE
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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Health Services—Behavioral Health Reserve Fund Policy (Fund 270)

RECOMMENDED MOTION:

Move approval of the proposed Reserve Fund Policy for Fund 270, Oregon Health Plan-Behavioral Health Services.

BACKGROUND AND POLICY IMPLICATIONS:

This policy applies to all activities and financial operations regarding Fund 270—Oregon Health Plan-Behavioral Health Services Reserve Fund under the governance of the Board of County Commissioners.

Deschutes County Health Services (DCHS) aims to ensure the sustainability of required safety net services through sound financial management. The DCHS Behavioral Health (DCHS-BH) program will maintain a cash reserve to benefit both DCHS and Deschutes County.

- **Establishment of Reserve:** A cash reserve, the DCHS-BH Reserve (Fund 270), follows County Policy #F-14. These funds are restricted for DCHS-BH use and adhere to funding source regulations.
- **Reserve Target:** DCHS-BH will target maintaining a reserve of at least 90 days of operating expenses (roughly 25% of the operating budget). The reserve can exceed or fall below this target based on circumstances, with a minimum balance of 8.3% of the operating budget required.
- **Access to Reserve:** Access to the DCHS-BH Reserve requires approval from the DCHS-BH Deputy Director, Health Services Director, County Administrator, or Board of County Commissioners, in line with the budget approval process.
- **Purpose of Reserve:** The reserve is intended for unforeseen expenses, unbudgeted costs, or to address immediate funding shortfalls. It may also be used for one-time investments in capacity-building, such as staff development or infrastructure, with appropriate approvals.
- **Collaboration on Budgeting:** DCHS will work with the County Budget Officer and Chief Financial Officer each budget cycle to determine the reserve level and when funds may be transferred between the operating account and reserve.


- **Interest Utilization:** Interest earned on the reserve will be prioritized for one-time expenditures that enhance DCHS-BH services, address funding gaps, fulfill local match requirements, or other eligible uses.
- **Reserve Fund Requirement:** There is no formal requirement for DCHS to establish or maintain a Reserve Fund.

BUDGET IMPACTS:

The Health Services Director will work with the Board of County Commissioners, County Budget Officer, and Chief Financial Officer to establish appropriate operating expenditures within Fund 274 (DCHS Operating Fund) and cash on hand (Fund 270).

ATTENDANCE:

Janice Garceau, Health Services Director
Cheryl Smallman, Health Services Business Intelligence Officer

DCHS-BH Reserve Fund Policy			
	Category:	<i>Fiscal and Billing</i>	Page No.:
	Issue Date:	<i>January 24, 2025</i>	Page 1 of 3
			Issue No.:
			1.0

A. POLICY

It is in the interest of Deschutes County Health Services (DCHS) to ensure sustainability of required and safety-net services based on sound financial performance while operating within County government. Deschutes County Health Services Behavioral Health (DCHS-BH) will demonstrate financial responsibility by establishing and maintaining a cash reserve that provides mutual benefit for Deschutes County Health Services and Deschutes County at large.

1. Cash Reserve accounts are established within the County accounting system in accordance with County Policy #F-14. The cash will be held in a restricted Health Services fund (Fund 270—Oregon Health Plan – Behavioral Health Services, hereafter referred to as “DCHS-BH Reserve”) available for use only by the designated program (DCHS-BH) and in compliance with allowed uses laid out by the funding sources.
2. The DCHS-BH Reserve will strive to maintain a cash reserve target of at least 90 days operating expense, or roughly 25% of the DCHS-BH operating budget. DCHS-BH may hold a reserve greater than this amount if appropriate to revenues, need and circumstances of a given budget year. DCHS-BH Reserve may hold a reserve of less than this amount if necessary to maintain mandated and safety-net services or address critical unforeseen DCHS-BH program needs, while also balancing the DCHS-BH budget. A minimum balance of eight and three tenths’ percent (8.3%) of DCHS-BH operating budget will be maintained exclusively in the DCHS-BH Reserve, the Operating Fund, or a combination of the two.
3. Access to the DCHS-BH Reserve will be provided and approved by the DCHS-BH Deputy Director, Health Services Director, County Administrator, and/or Deschutes County Board of County Commissioners (BOCC) when required, consistent with the budget approval process in relevant County ordinances and financial policies.
4. The DCHS-BH Reserve is intended to provide an internal source of funds for situations such as a sudden increase in expenses, one-time unbudgeted expenses, or unanticipated loss in funding. The DCHS-BH Reserve may also be used for one-time, nonrecurring expenses that will build long-term capacity, such as staff development, research and development, or investment in infrastructure in excess of Deschutes County’s Capital Improvement Plan (as designated each fiscal year in the County’s Adopted Budget), with appropriate approvals by County Administration and the BOCC.
5. Health Services will work with County Budget Officer and Chief Financial Officer each budget cycle to identify the proposed level of Operating Funds, DCHS-BH Cash Reserves and parameters for when cash may be moved between the DCHS Operating Fund account and the DCHS-BH Reserve. In compliance with County Policy #F-14, working capital balances will be determined given the unique needs and anticipated use of funds in future years.

- 6. Interest earned on the DCHS-BH Reserve will be used in integrity and alignment with the original intent of the funds. Specifically, prioritization of interest earned will be:
 - a. One-time expenditures that enhance or expand DCHS-BH services;
 - b. Gaps or lapses in funding for DCHS-BH operational expenses;
 - c. Local match requirements in DCHS-BH;
 - d. Other eligible uses.
- 7. There is no requirement that DCHS establish or maintain a Reserve Fund.

B. RELATED DOCUMENTATION

[County Policy #F-14: General Financial Policies](#)
[County Policy #F-7: Bank Accounts and Cash Handling Policy](#)
[County Policy #GA-20: Grant Application and Administration Policy](#)
[Deschutes County Code](#)
 Deschutes County FY Budget and Capital Improvement Plan

C. SCOPE

This policy applies to all activities and financial operations with regard to Fund 270—Oregon Health Plan-Behavioral Health Services Reserve Fund under the governance of the Board of County Commissioners.

D. RESPONSIBILITY

As appropriate, the Chief Financial Officer, County Administrator, and the Board of County Commissioners will retain ultimate fiduciary responsibility of the funds.

The Health Services Director and the Behavioral Health Deputy Director will work together to incorporate in the strategic planning and budgeting process identification of potential large capital expenditures in excess of the Capital Improvement Plan.

The Health Services Director will work with the Board of County Commissioners and County Budget Officer to establish appropriate operating expenditures within Fund 274 (DCHS Operating Fund) and cash on hand (Fund 270).

The Behavioral Health Deputy Director is responsible for confirming the use of Reserve funds is consistent with the purpose and intention of the original funds.

E. ABBREVIATIONS AND DEFINITIONS

BOCC: Deschutes County’s Board of County Commissioners
County: Deschutes County
DCHS: Deschutes County Health Services
DCHS-BH: Deschutes County Health Services, Behavioral Health
DCHS Leadership: Director, Deputy Directors, Medical Director, Officers, Program Managers, Supervisors
Finance: The County department responsible for three primary County functions of tax, accounting and treasury
Budget Officer: County Administrator


F. REVISION LOG

Issue No.	Issue Date	Description of Change(s)	Next Review Date
1.0	1/24/2025	Original authorization.	1/24/2028

G. REVIEWS

REVIEWS		
Name	Title	Date
David Doyle	County Legal Counsel	1/23/2025
Robert Tintle	County Chief Financial Officer	1/21/2025

H. AUTHORIZATION

AUTHORIZATION		
Name	Title	Date
Janice Garceau, LCSW	Health Services Director	01/24/2025
Signature: 		



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 5, 2025

SUBJECT: Public Hearing: Greater Sage-Grouse Habitat Map Update

RECOMMENDED MOTION:

At the conclusion of the hearing, the Board may choose one of the following options:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations;
- Close the hearing and schedule deliberations for a date and time to be determined;
- or
- Close the hearing, commence deliberations, and conduct first and second reading to adopt Ordinance No. 2025-001 by emergency.

BACKGROUND AND POLICY IMPLICATIONS:

On February 5, 2025, the Board will hold a public hearing to consider a zoning map amendment to the Greater Sage-Grouse Area Combining Zone (247-24-000710-TA/737-ZC). All record materials can be found on the project website: <https://bit.ly/2024sagegrouse>.

As the purpose of the map amendment is to comply with State law, staff has provided a draft ordinance in the event the Board would like to deliberate and conduct emergency adoption of Ordinance No. 2025-001 following the public hearing.

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager



MEMORANDUM

TO: Deschutes County Board of Commissioners (“Board”)

FROM: Nicole Mardell, AICP, Senior Planner

DATE: January 29, 2025

SUBJECT: Public Hearing: Greater Sage-Grouse Habitat Map Update

The Board will conduct a public hearing to gather testimony on Deschutes County file no. 247-24-000710-PA/737-ZC during the Board’s regularly scheduled meeting on February 5, 2025. The hearing will take place in the Barnes and Sawyer Rooms, 1300 NW Wall Street, Bend and virtually via Zoom. The proposal is to consider an update to the County’s Greater Sage-Grouse Area Combining Zone to be consistent with state administrative rule.

All record materials can be found on the project website: <https://bit.ly/2024sagegrouse>

I. BACKGROUND

In 2015, the Oregon Land Conservation and Development Commission (LCDC) adopted new rules¹ addressing potential conflicts between large-scale development and sage-grouse habitat. The rules applied to seven eastern Oregon counties with significant sage-grouse habitat, based on data and maps approved by the Oregon Fish and Wildlife Commission (OFWC) in 2011.

Shortly after this rulemaking, the Board of County Commissioners adopted Ordinance Nos. 2015-010 and 2015-011, incorporating sage-grouse habitat maps and regulations into the Deschutes County Code and Comprehensive Plan. This is implemented through Chapter 18.89, Greater Sage-Grouse Area Combining Zone (GSGA) of the Deschutes County Code.

The GSGA currently includes three habitat areas:

- Core Area, also known as Priority Areas for Conservation (PACs): mapped sagebrush types or other habitats that support sage-grouse annual life history requirements including leks². This area has

¹ OAR 660-23-0015

² “Lek” means an area where male sage-grouse display during the breeding season to attract females (also referred to as strutting-ground).

the greatest limitations and mitigation requirements for large-scale³ development.

- Low Density Habitat: mapped sagebrush types or other habitats that support sage-grouse. This area has limitations and mitigation requirements for large-scale development, although at a lesser tier than in core areas.
- General habitat: occupied (seasonal or year-round) habitat outside core and low-density habitats.

The GSGA Zone only applies to areas that are within 3.1 miles of a lek. Privately owned property in the Alfalfa, Horse Ridge East, and Bend-Tumalo-Redmond Exclusive Farm Use (EFU subzones) are included in these areas, as well as one property that is split-zoned and includes land zoned for Forest Use (F-1). Federal lands are exempt from County land use requirements, although several federally owned properties are included within the boundary of this zone.

The combining zone regulates activities potentially harmful to sage grouse habitats. Development projects within specified areas near occupied sage-grouse breeding sites, or leks, require County and ODFW review to ascertain if they pose a conflict. There are two main types: large-scale and smaller developments.

- Large-scale developments are subject to a two-step analysis, evaluating their size, potential impact area, traffic generation, height, and noise levels. Examples include solar projects and aggregate quarries.
- Smaller-scale developments in mapped sage-grouse habitat areas, like a two-acre guest ranch, would require evaluation from the Oregon Department of Fish and Wildlife (ODFW) for potential threats to the habitat.

The regulation and mitigation guidelines differ based on the area type - Core Area, Low Density Area, or General Habitat. These regulations detail allowable disturbances, mitigation measures, and consultations required with ODFW, ensuring the protection and conservation of the sage grouse habitat.

II. 2022-2025 UPDATE PROCESS

ODFW staff initiated the process to update the Sage-Grouse Conservation Assessment and Strategy for Oregon (CAAS) and statewide Sage-Grouse habitat maps in March 2022, utilizing new collaring data and

³ "Large-scale development" means uses that are: over 50 feet in height; have a direct impact in excess of five acres; generate more than 50 vehicle trips per day; or create noise levels of at least 70 dB at zero meters for sustained periods of time. Uses that constitute large-scale development also require review by county decision makers and are listed in one of the following categories identified in the table attached to OAR 660-033-0120.

- A. Commercial Uses.
- B. Mineral, Aggregate, Oil and Gas Uses.
- C. Transportation Uses.
- D. Utility/Solid Waste Disposal Facilities.
- E. Parks/Public/Quasi-Public.

advanced modeling. In December 2023, the OFWC adopted the new maps and began coordinating with DLCD to integrate the new information into OAR 660-023-0115.

In October 2024, CDD staff received notice of an LCDC public hearing to consider the new maps and minor definition changes. LCDC was required to send Measure 56 notice to all properties impacted by the map changes. The County mailed these notices on LCDC’s behalf on December 4, 2024. Following a public hearing on January 23, 2025, LCDC voted to adopt the updated habitat maps, although tabled adoption of the minor definition changes to a later date. Now that LCDC has adopted the maps, the land use requirements above apply to the updated habitat boundary.

To be consistent with state law, staff has initiated a post-acknowledgment plan amendment (PAPA) to update the local GSGA maps to be consistent with state law. These maps are included as Exhibit B of the attached Ordinance 2025-001. The County does not have discretion on amending or altering these maps in any way. Due to the mandatory nature of the text amendment, staff proposes the Board conduct the public hearing, deliberate, and consider emergency adoption of the proposed map amendments at the February 5, 2025, meeting.

III. NOTABLE MAP CHANGES

Staff presented an overview of the notable map changes to the Board during their November 18, 2024, meeting⁴.

Existing Total Area (Acres)	Draft Total Area (Acres)	Change
493,641	466,288	-27,353
Existing Non-Federal Taxlots	Draft Non-Federal Taxlots	Change
1,114	934	-180
Existing Non-Federal Acres	Draft Non-Federal Acres	Change
133,382	144,506	11,124

Overall, the updated maps result in minor changes to the mapped Sage-Grouse habitat in Deschutes County for non-federal properties (owned by County, State, or private parties). Approximately 180 taxlots (11,124 acres) will be removed from the habitat area entirely, while 188 taxlots will be newly added to the habitat area. Seventy (70) taxlots (13,604 acres) will be remapped from Low Density to Core Habitat and subject to additional regulations, while thirty-two (32) taxlots (3,626 acres) will be remapped from Core to Low Density and will be subject to lesser regulations.

IV. PUBLIC COMMENTS

Staff received two public comments following initiation of the post-acknowledgement plan amendment.

⁴ <https://mccmeetingspublic.blob.core.usgovcloudapi.net/deschutes-meet-c81edba0cd0b407eb50db16b6468ce92/ITEM-Attachment-001-09d9e7175e11419cb3443b6746820a9b.pdf>

The first requested information on the LCDC public hearing and information on the definition of “large scale development. The second expressed opposition to the map changes.

V. NEXT STEPS

At the conclusion of the public hearing, the Board can choose one of the following options:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations;
- Close the hearing and schedule deliberations for a date and time to be determined; or
- Close the hearing, commence deliberations, and conduct first and second reading to adopt the ordinance by emergency.

ATTACHMENTS

Draft Ordinance No. 2025-001

- Exhibit A. Title 23.01
- Exhibit B. Zoning Maps
- Exhibit C. Chapter 5.12 Legislative History
- Exhibit D. Staff Findings

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending the Greater-Sage Grouse *
Combining Zone to Comply with Changes to Oregon * ORDINANCE NO. 2025-001
Administrative Rule and Declaring an Emergency. *
*

WHEREAS, on January 23, 2025, the Oregon Department of Land Conservation and Development Commission adopted an updated Greater-Sage Grouse habitat map as Exhibit B, Oregon Administrative Rule 660-23-0115; and

WHEREAS, amendments to the County’s Comprehensive Plan and Combining Zone Map are necessary to comply with ORS 197.646(3) and OAR 660-23-0115(4); and

WHEREAS, the Board considered this matter after a duly noticed public hearing on February 5, 2025, and concluded that the public will benefit from these changes; and

WHEREAS, the Board finds it in the public interest to adopt the following Plan and Zoning Map amendments presented in file no. 247-24-000710-PA and 247-24-000737-ZC; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ORDAINS as follows:

Section 1. AMENDING. DCC 23.010.010, Introduction, is amended as described in Exhibit “A” attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 2. AMENDING. Deschutes County Comprehensive Plan Map, Greater Sage Grouse Habitat Area Inventory Map is adopted to describe properties affected by the designation as shown in Exhibit “B”, attached and incorporated by reference herein.

Section 3. AMENDING. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit “C”, attached and incorporated by reference herein, with new language underlined.

Section 4. FINDINGS. The Board adopts as its findings Exhibit “D,” attached and incorporated by reference herein.

Section 5. EMERGENCY. This Ordinance being necessary for the public peace, health, and safety, an emergency is declared to exist, and this Ordinance becomes effective upon adoption by the Board.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2025.

Date of 2nd Reading: _____ day of _____, 2025.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBone	___	___	___	___
Patti Adair	___	___	___	___
Philip Chang	___	___	___	___

Effective date: _____ day of _____, 2025.

Exhibit "A" to Ordinance 2025-001

TITLE 23 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

- A. [Repealed by Ordinance 2024-007]
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017]
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.
- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.

Exhibit A to Ordinance 2025-001 – Comprehensive Plan Section 23.01

- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.
- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.

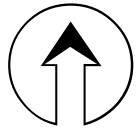
- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.
- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.

- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein. (supplemented and controlled by Ord. 2024-010)
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.
- BL. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2024-007 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-010, are incorporated by reference herein.
- BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.
- BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

BQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-012, are incorporated by reference herein.

BR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-001, are incorporated by reference herein.

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



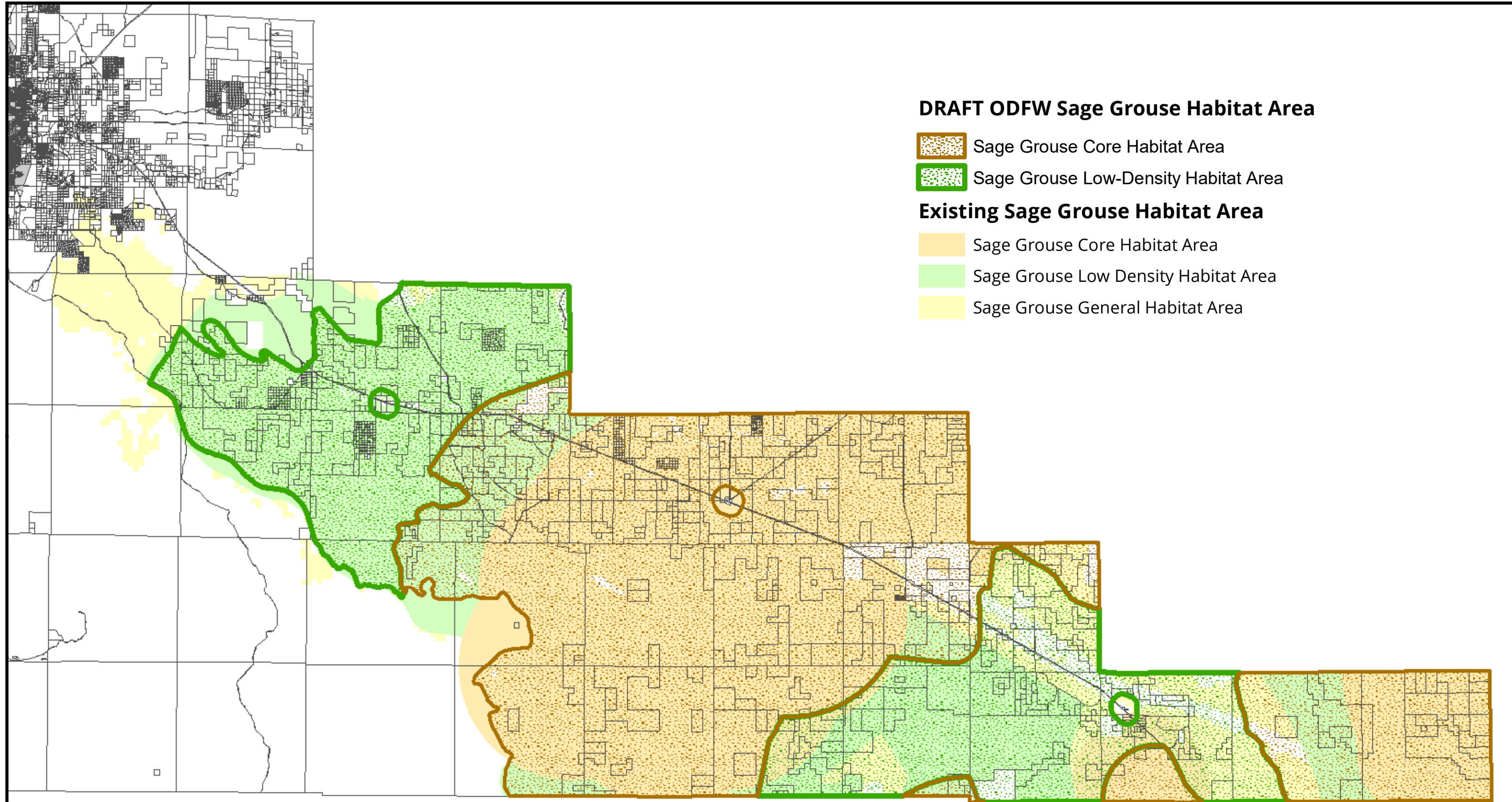
1" = 4.25 Mi.

DRAFT

2024 ODFW Sage Grouse Habitat Area



Exhibit "B" Ordinance 2025-001



Note: Areas not included in the 2024 Draft ODFW Sage Grouse boundary will no longer be defined as Sage Grouse habitat areas.

CALGARY DR
KIMBERLY CT
CALGARY LOOP





T.19 R.13

STOOKEY RD

CHINQUAHAT RD

Sage Grouse Greater Habitat Area

Exhibit B - Map 1 of 24
Ordinance 2025-001

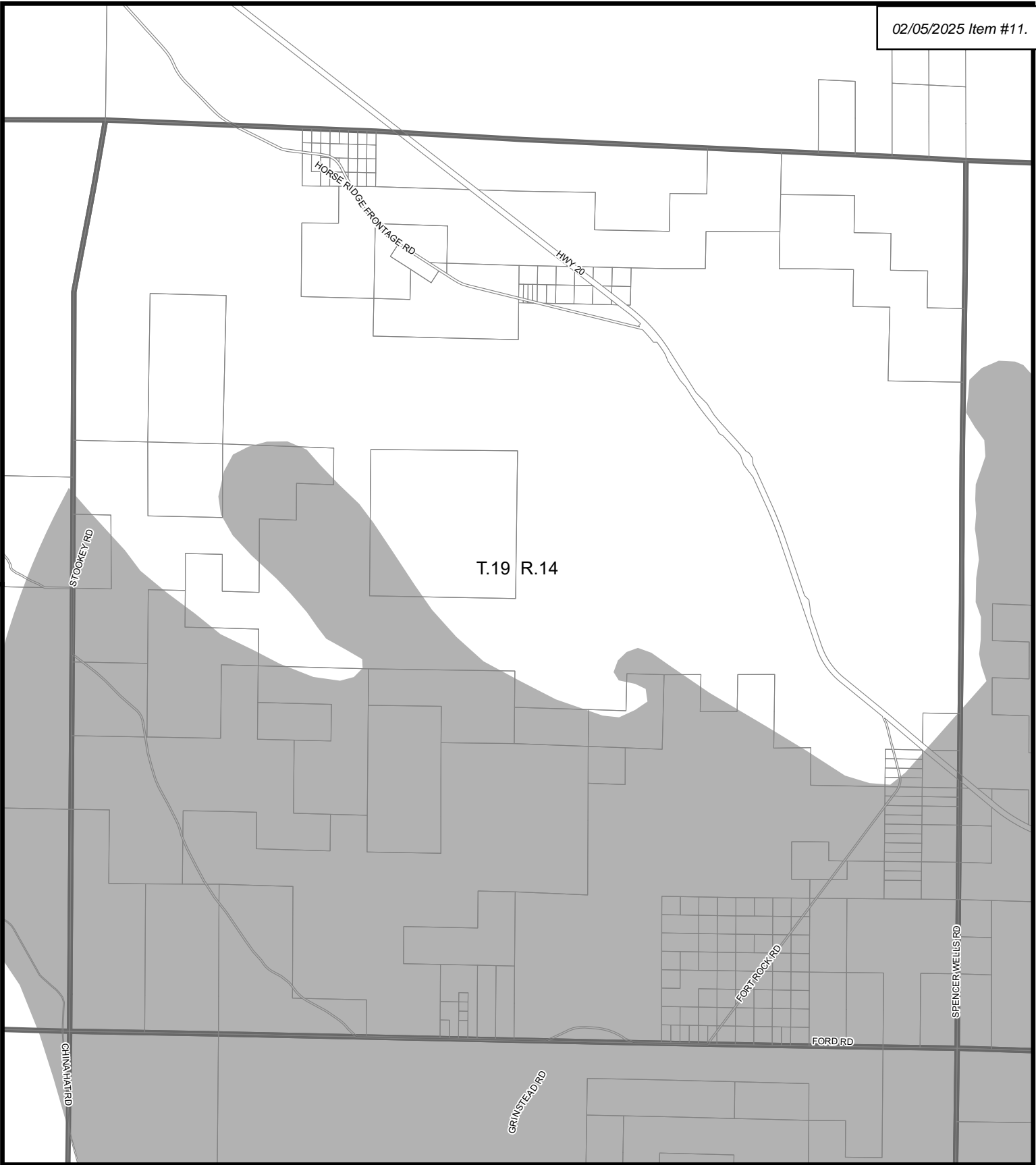
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 -  Sage Grouse Map Index
 -  Core
 -  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 2 of 24
Ordinance 2025-001

Legend

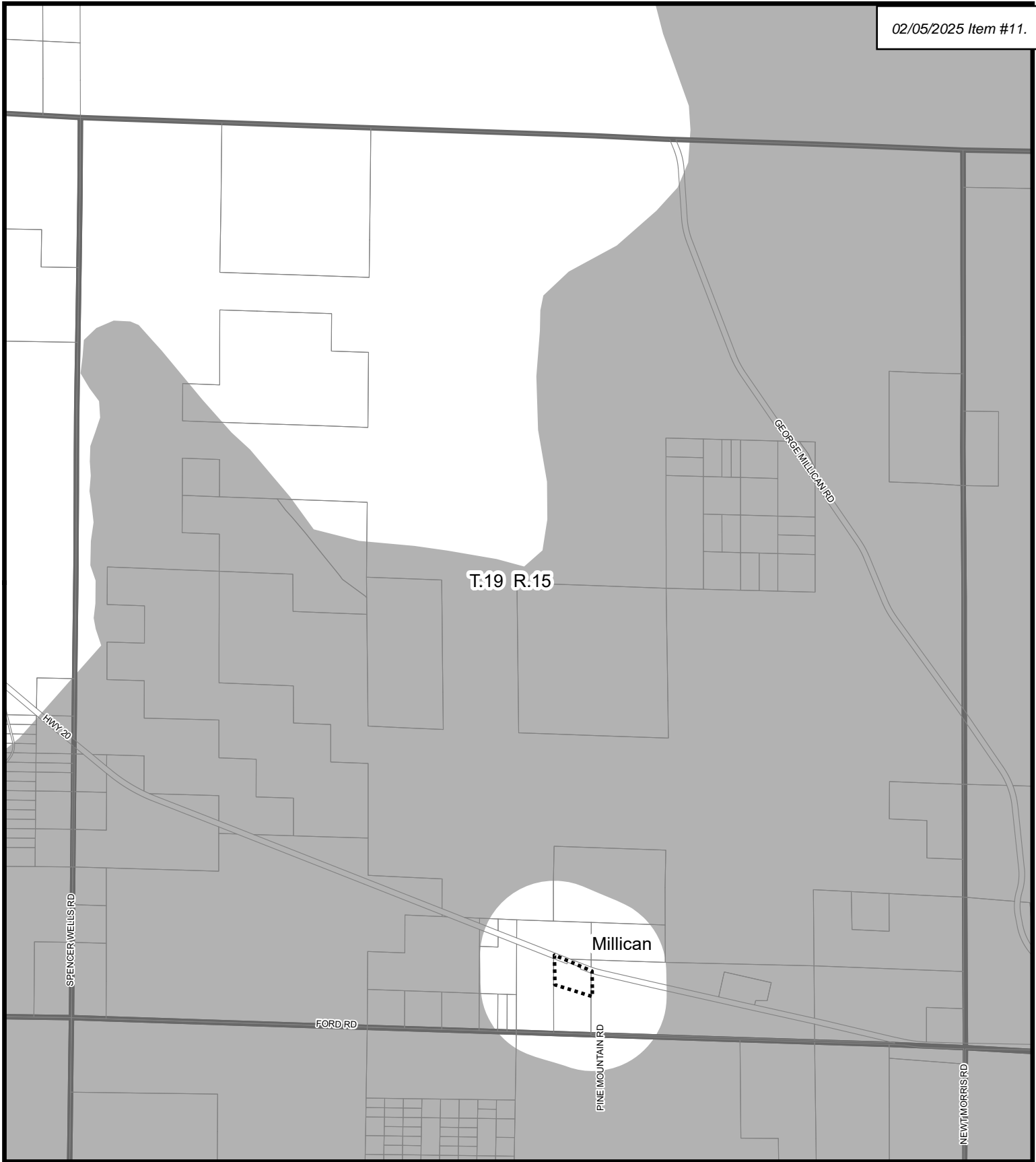
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-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 3 of 24
Ordinance 2025-001

Legend

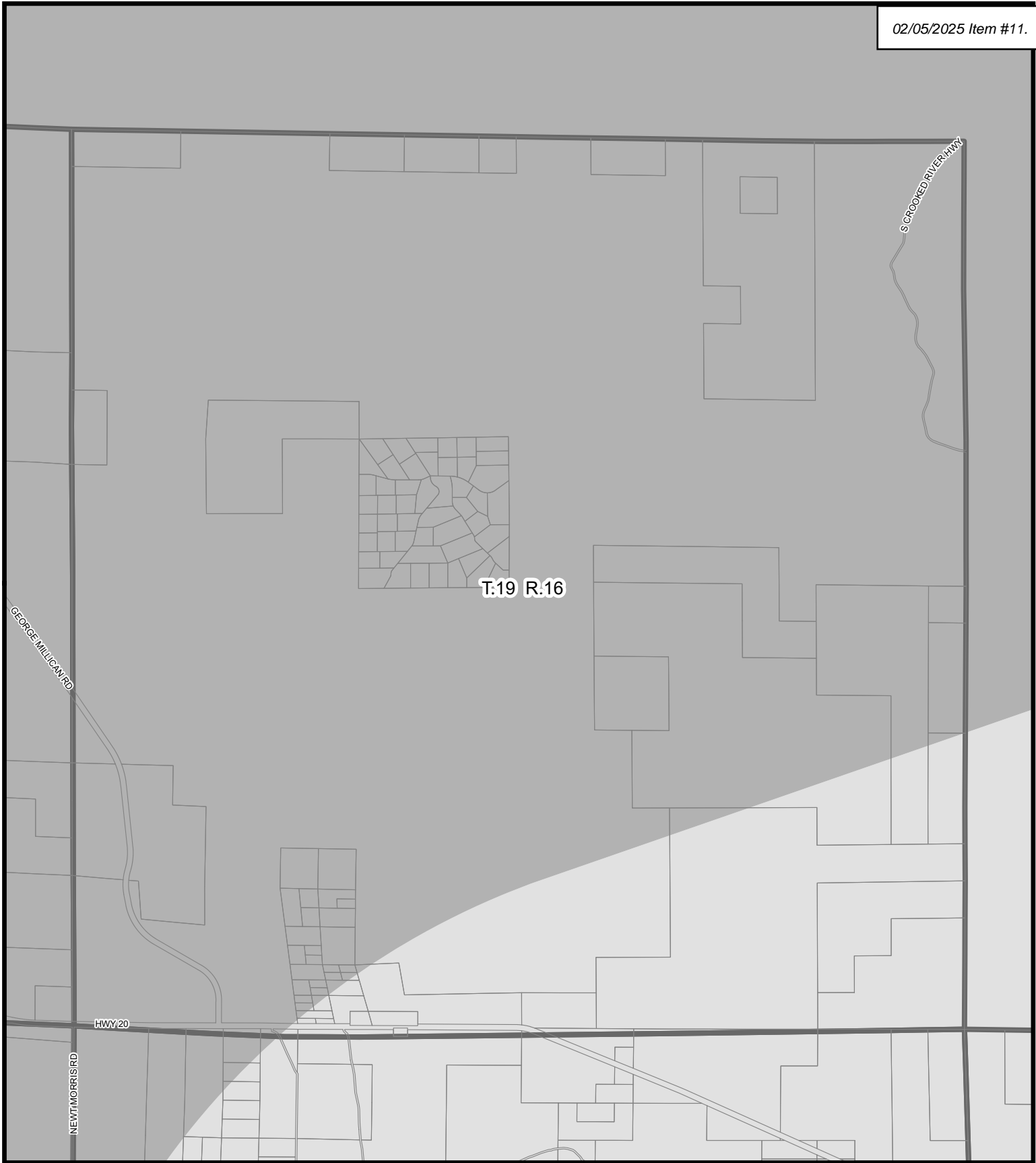
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January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 4 of 24
Ordinance 2025-001

Legend

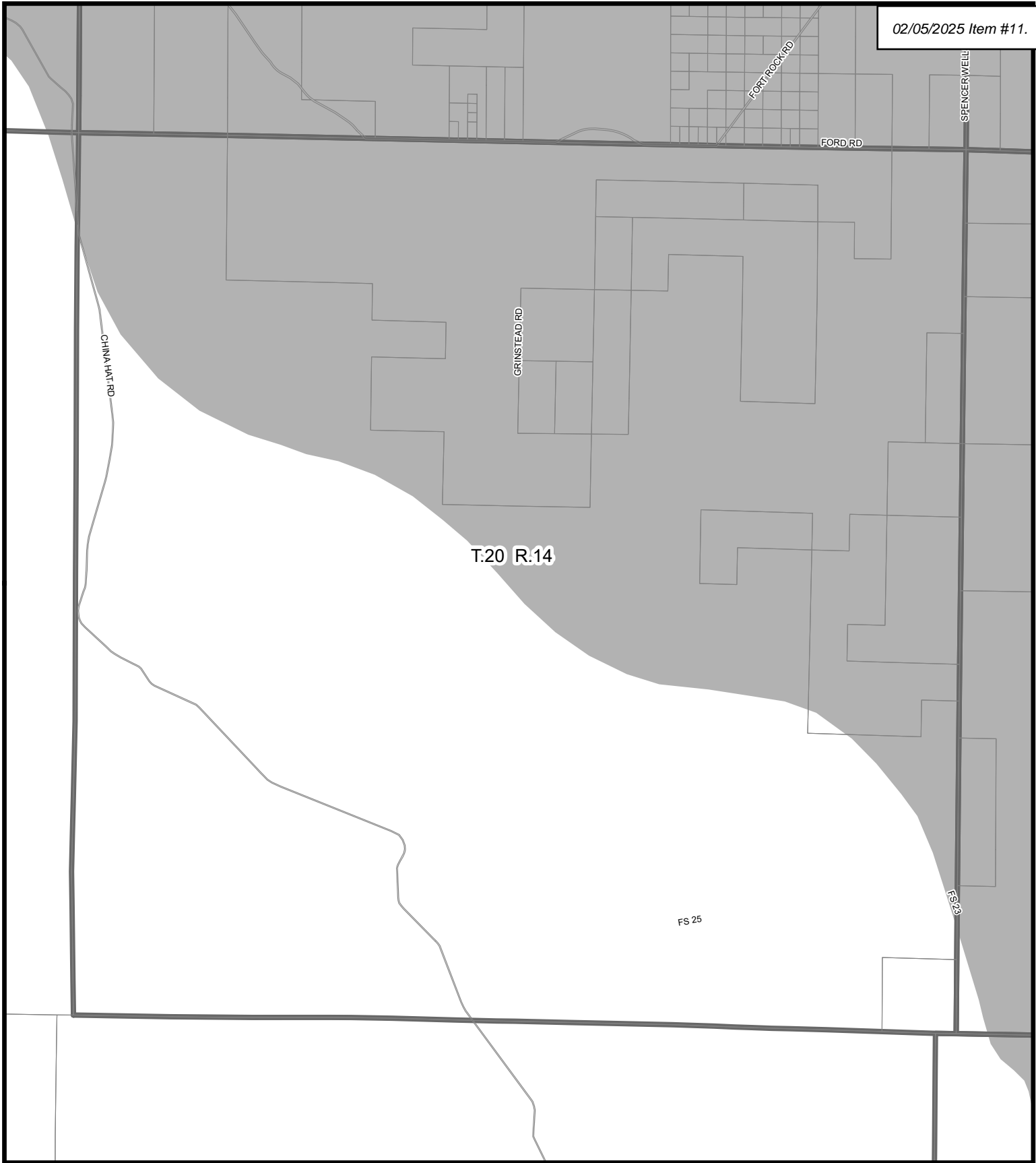
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-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 5 of 24
Ordinance 2025-001

Legend

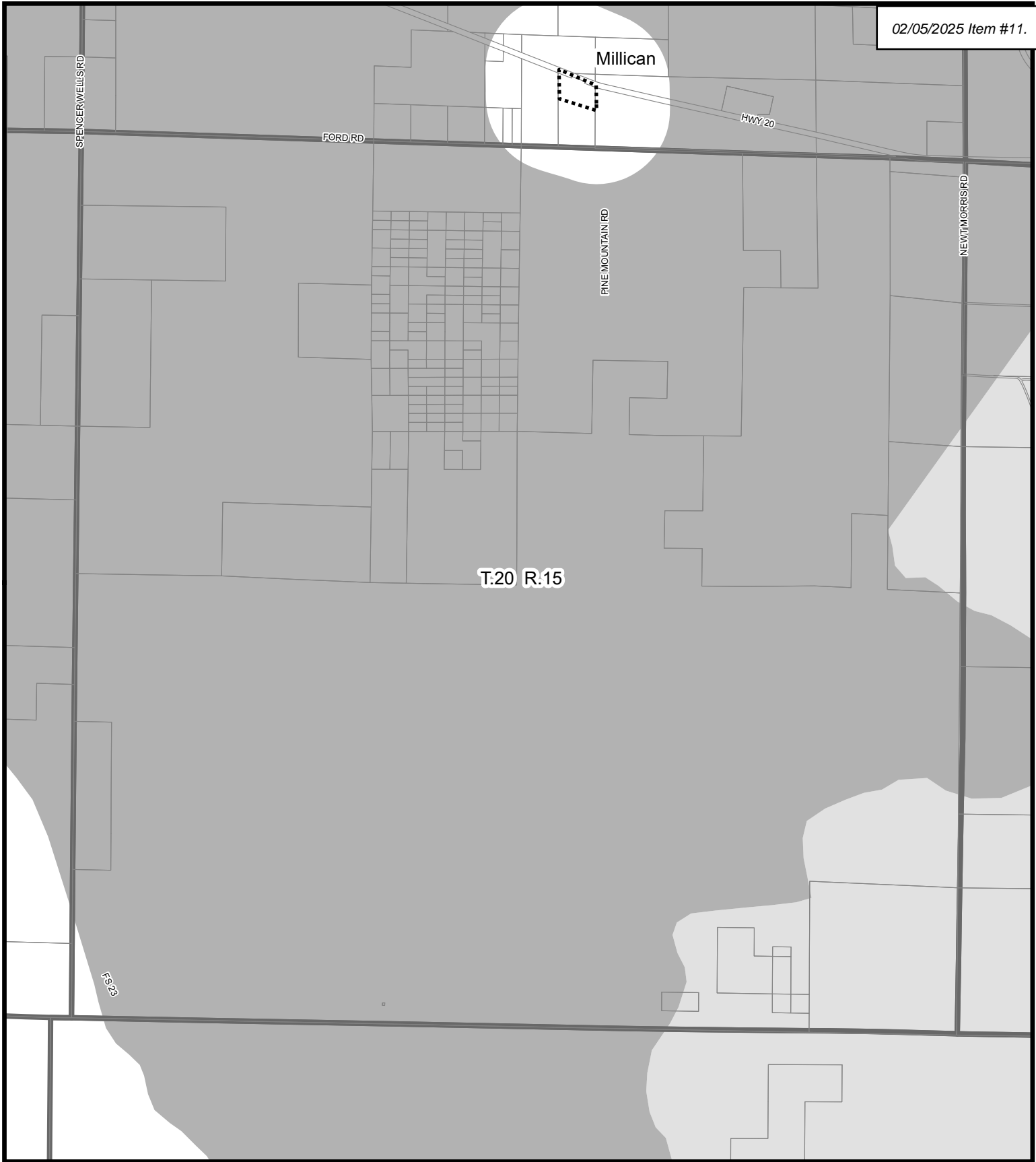
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-  Core
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January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 6 of 24
Ordinance 2025-001

Legend

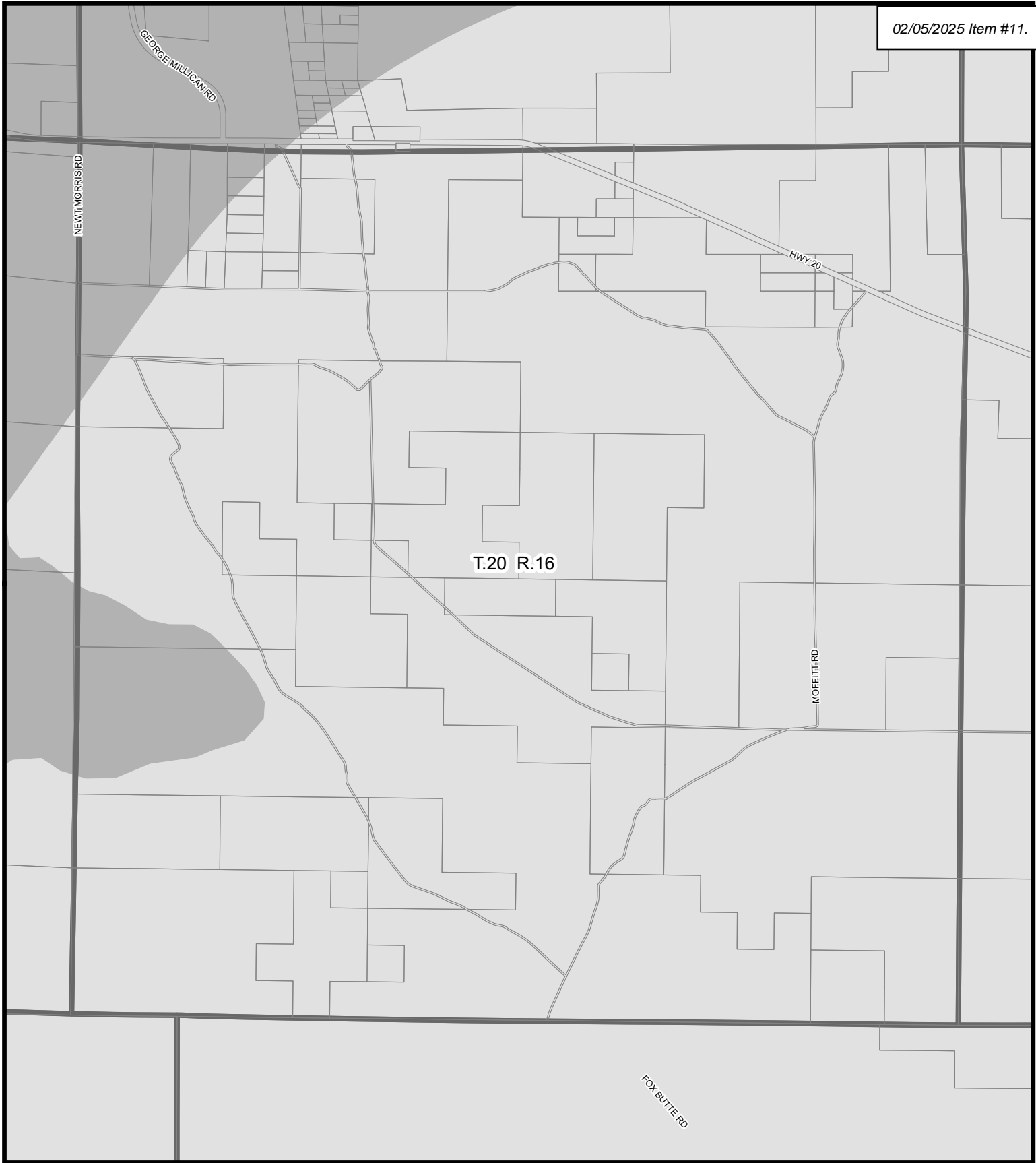
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-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 7 of 24
Ordinance 2025-001

Legend

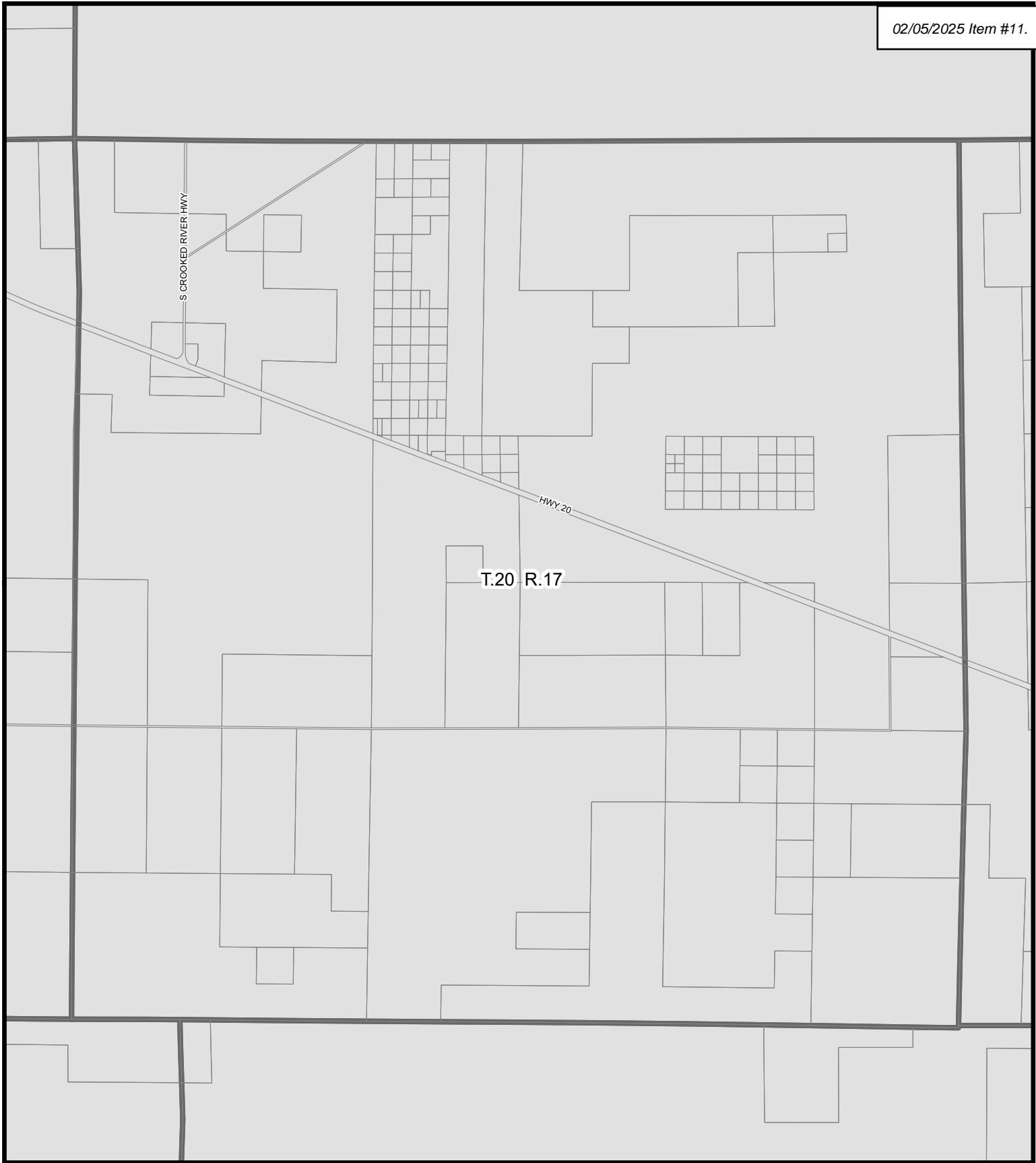
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-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 8 of 24
Ordinance 2025-001

Legend

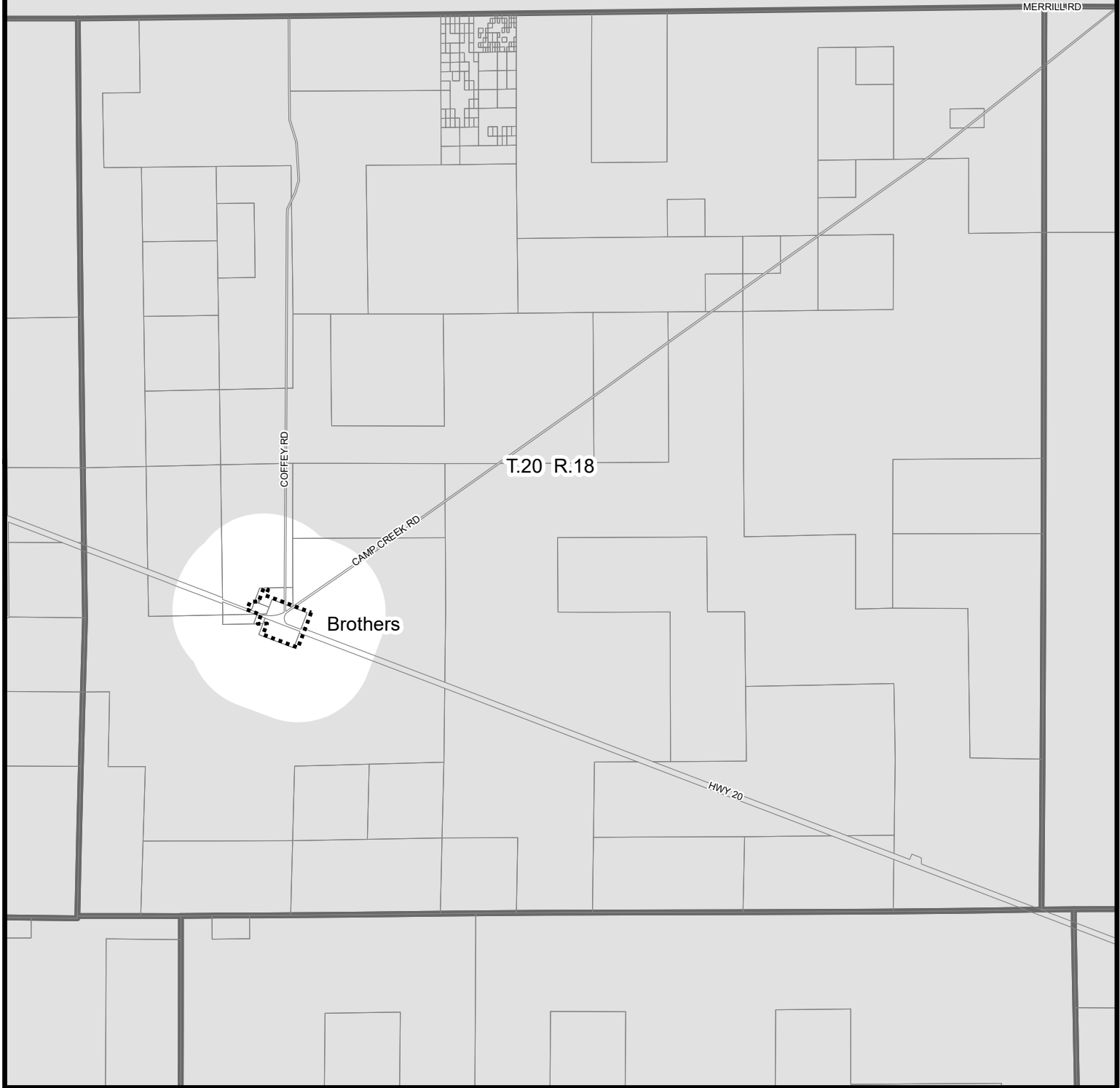
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-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 9 of 24
Ordinance 2025-001

Legend

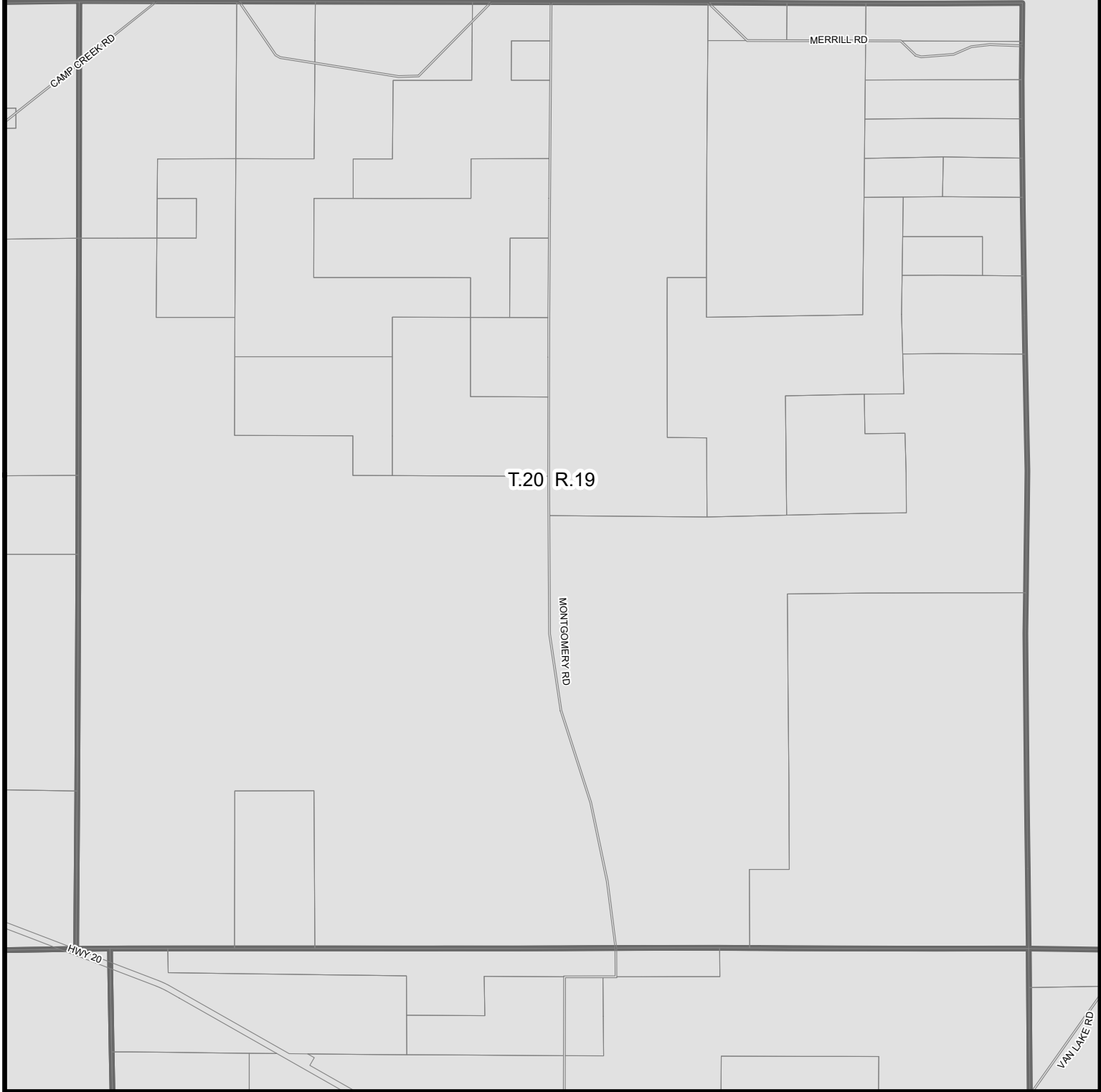
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-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 10 of 24
Ordinance 2025-001

Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025



DISCLAIMER:
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PINE MOUNTAIN RD

T.21 R.15

FS 23





FS 22

Sage Grouse Greater Habitat Area

Exhibit B - Map 11 of 24
Ordinance 2025-001



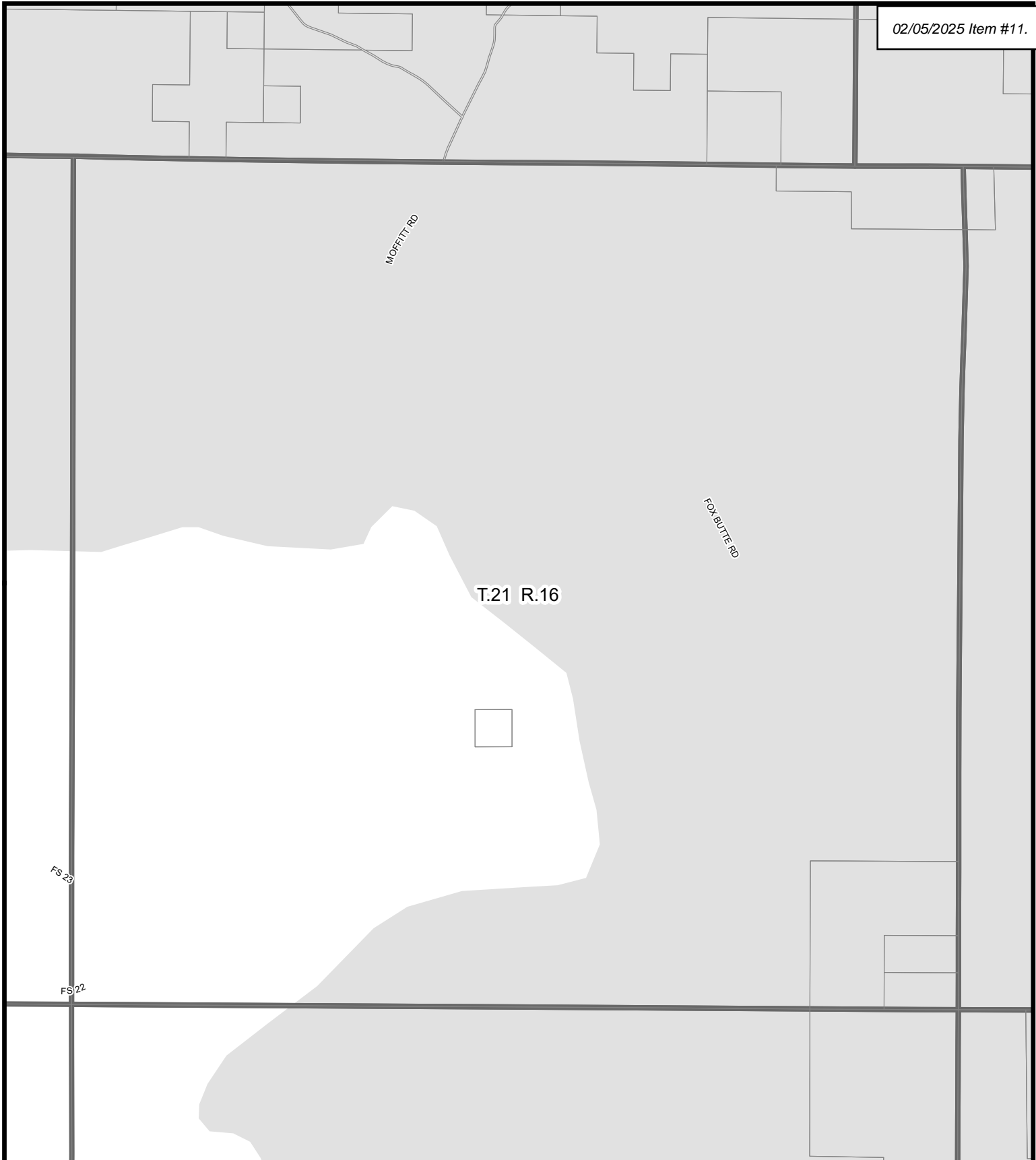
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-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025





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Sage Grouse Greater Habitat Area

Exhibit B - Map 12 of 24
Ordinance 2025-001

Legend

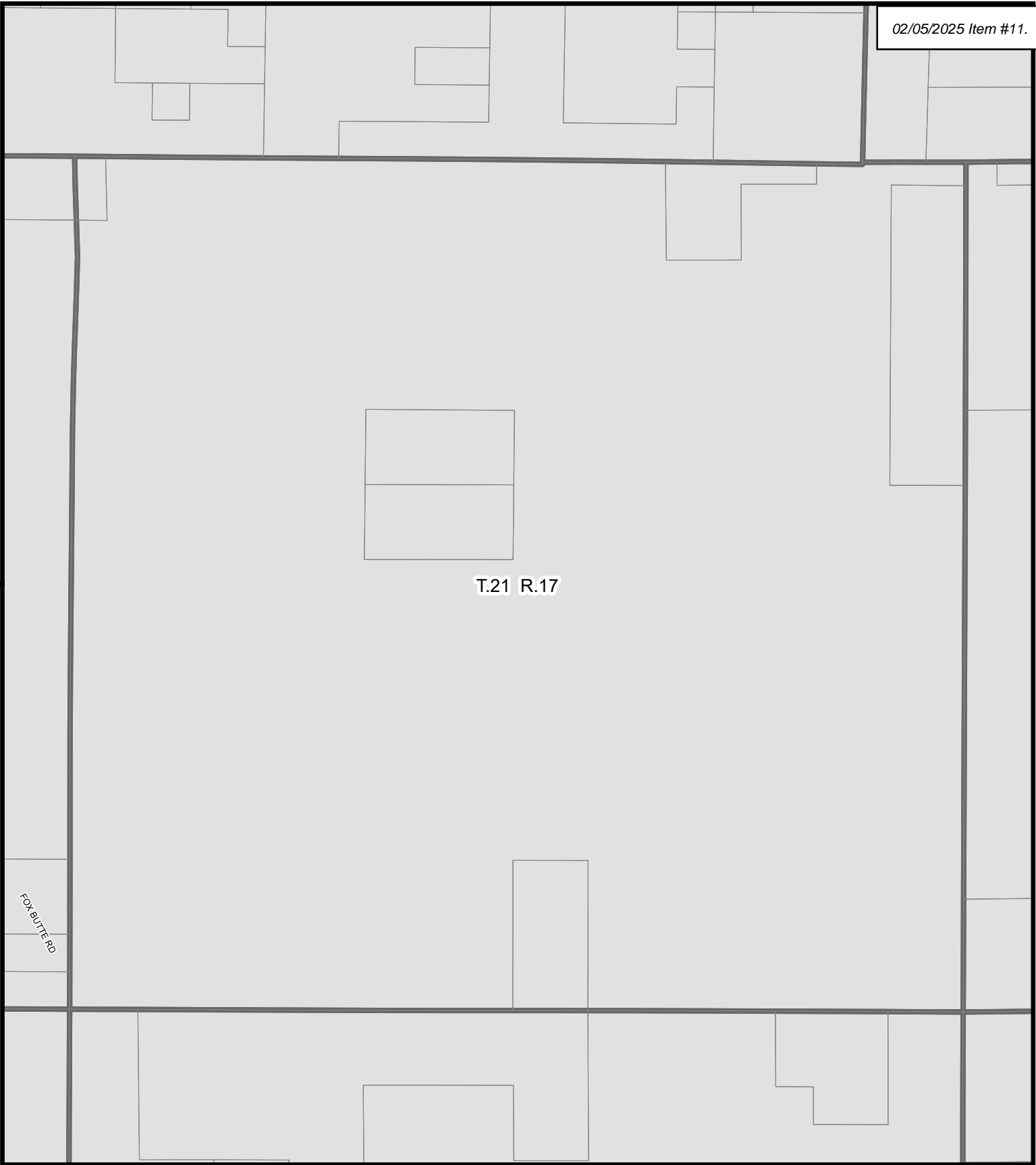
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-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 13 of 24
Ordinance 2025-001

Legend

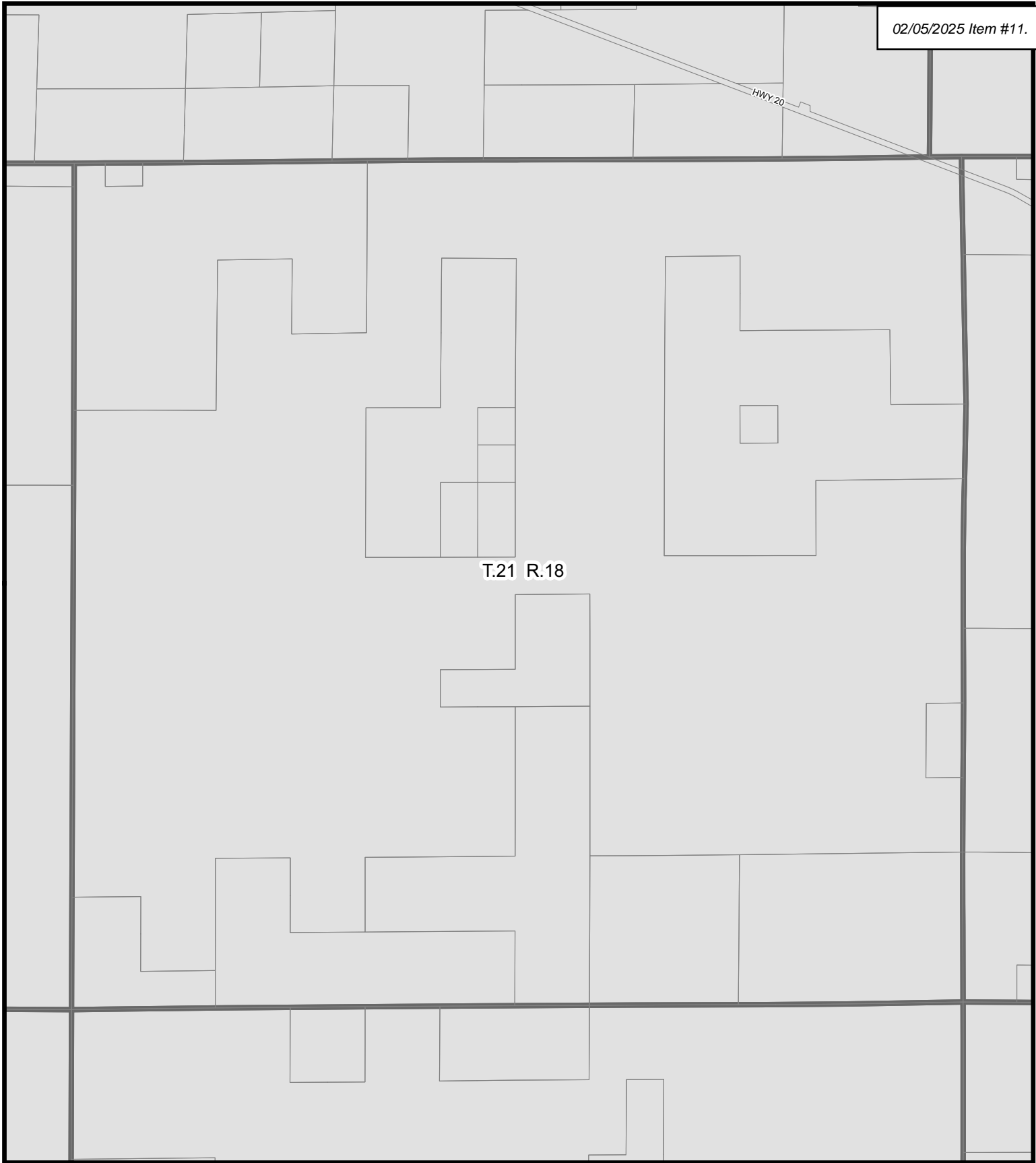
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025



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



T.21 R.18

Sage Grouse Greater Habitat Area

Exhibit B - Map 14 of 24
Ordinance 2025-001

Legend

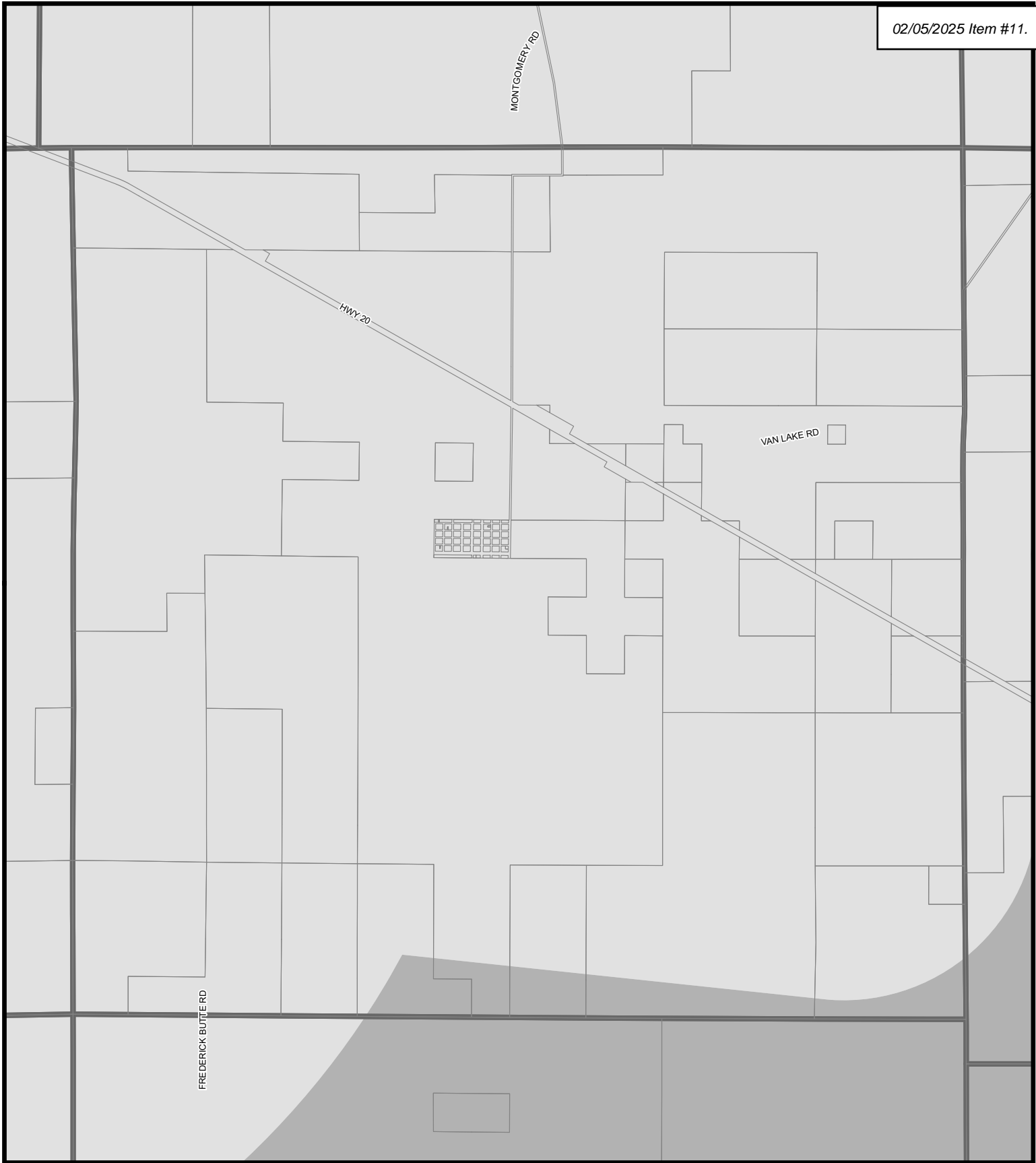
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 15 of 24
Ordinance 2025-001

Legend

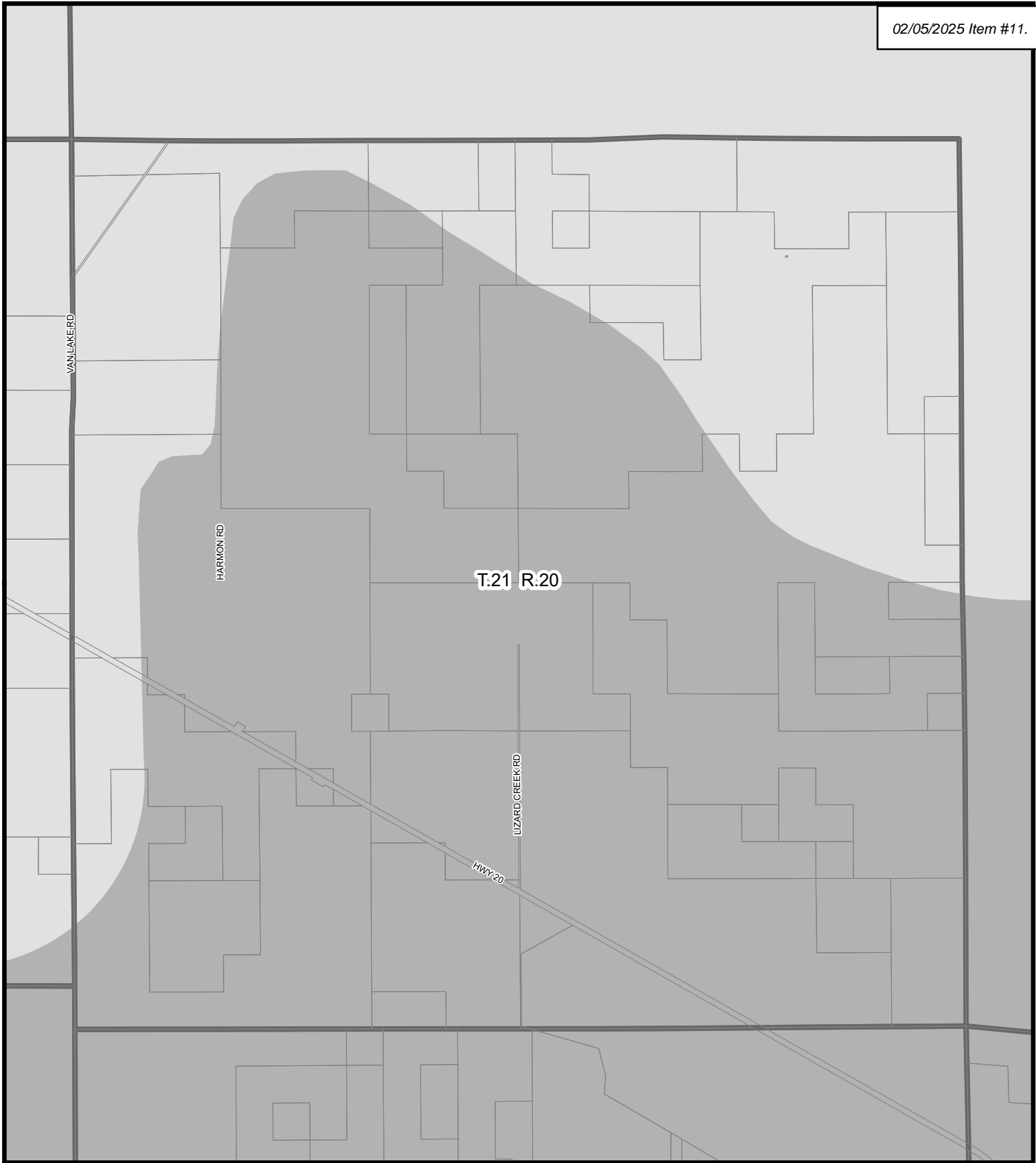
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 16 of 24
Ordinance 2025-001

Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025



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MOFFITT RD

FS 22

FS 23





DUJE RD

T.22 R.16

Sage Grouse Greater Habitat Area

Exhibit B - Map 17 of 24
Ordinance 2025-001

Legend

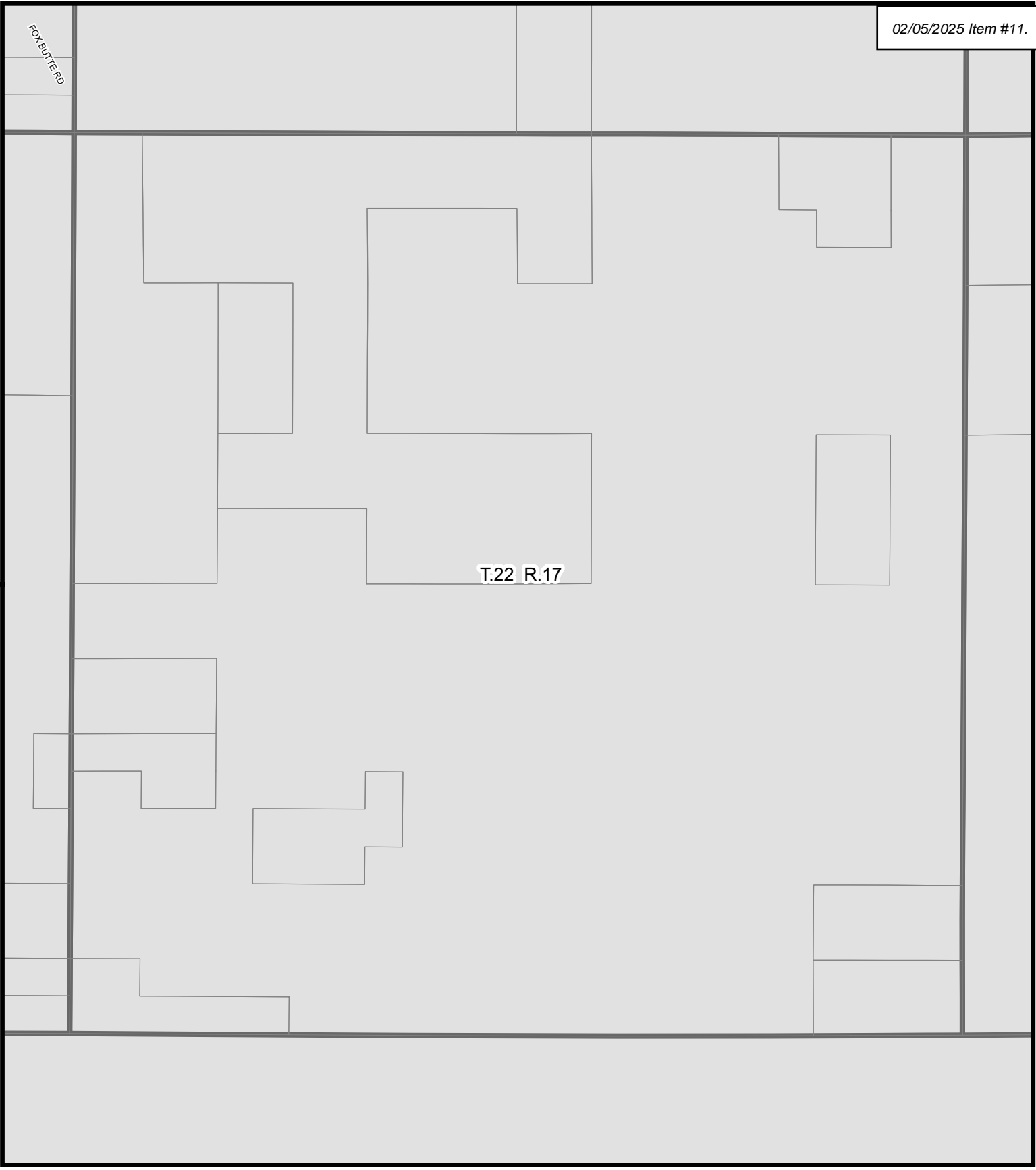
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 18 of 24
Ordinance 2025-001

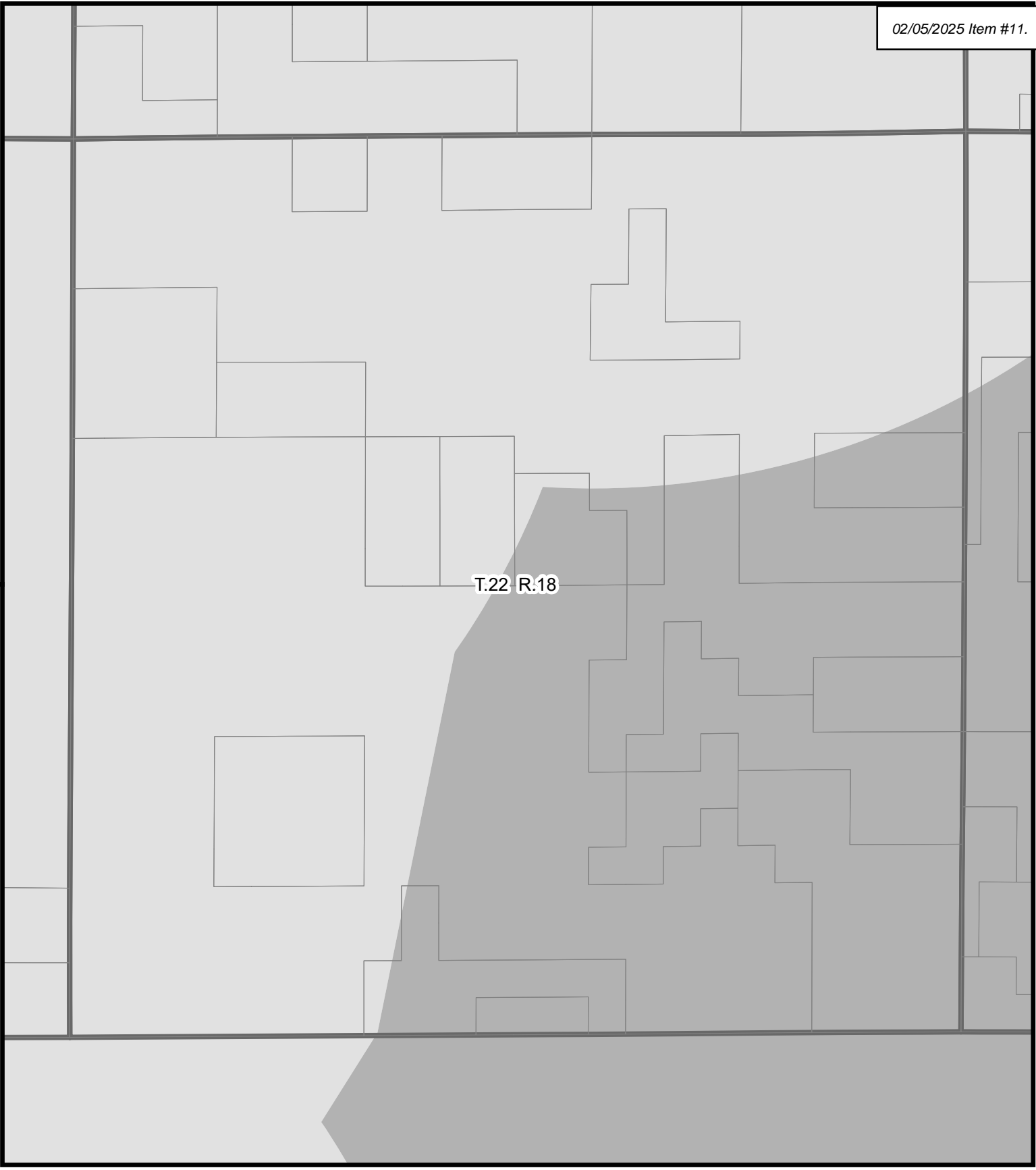
- Legend**
-  Unincorporated Community
 -  Sage Grouse Map Index
 -  Core
 -  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 19 of 24
Ordinance 2025-001

Legend

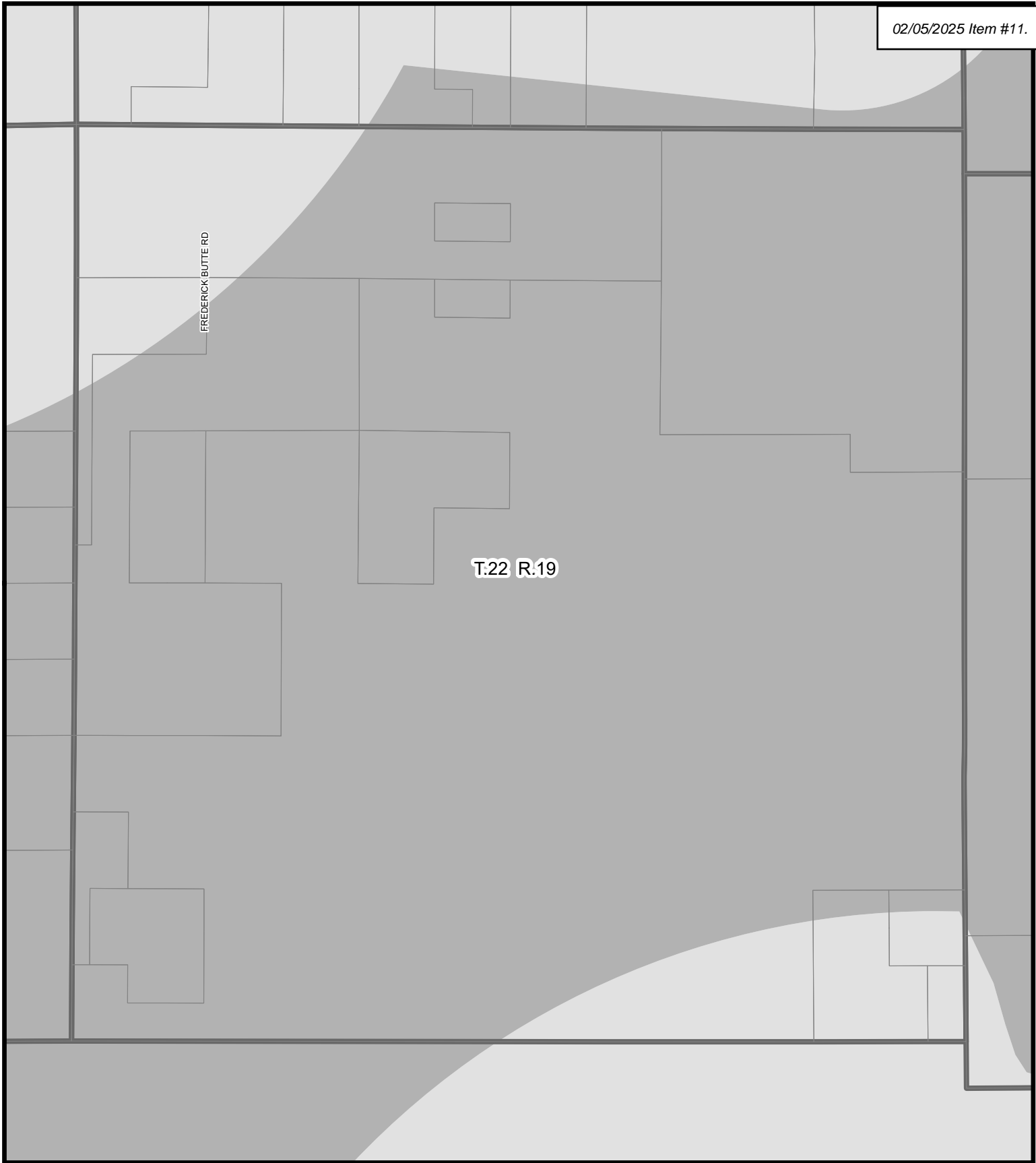
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 20 of 24
Ordinance 2025-001

Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025



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HWY20

T:22 R:20

Sage Grouse Greater Habitat Area

Exhibit B - Map 21 of 24
Ordinance 2025-001

Legend

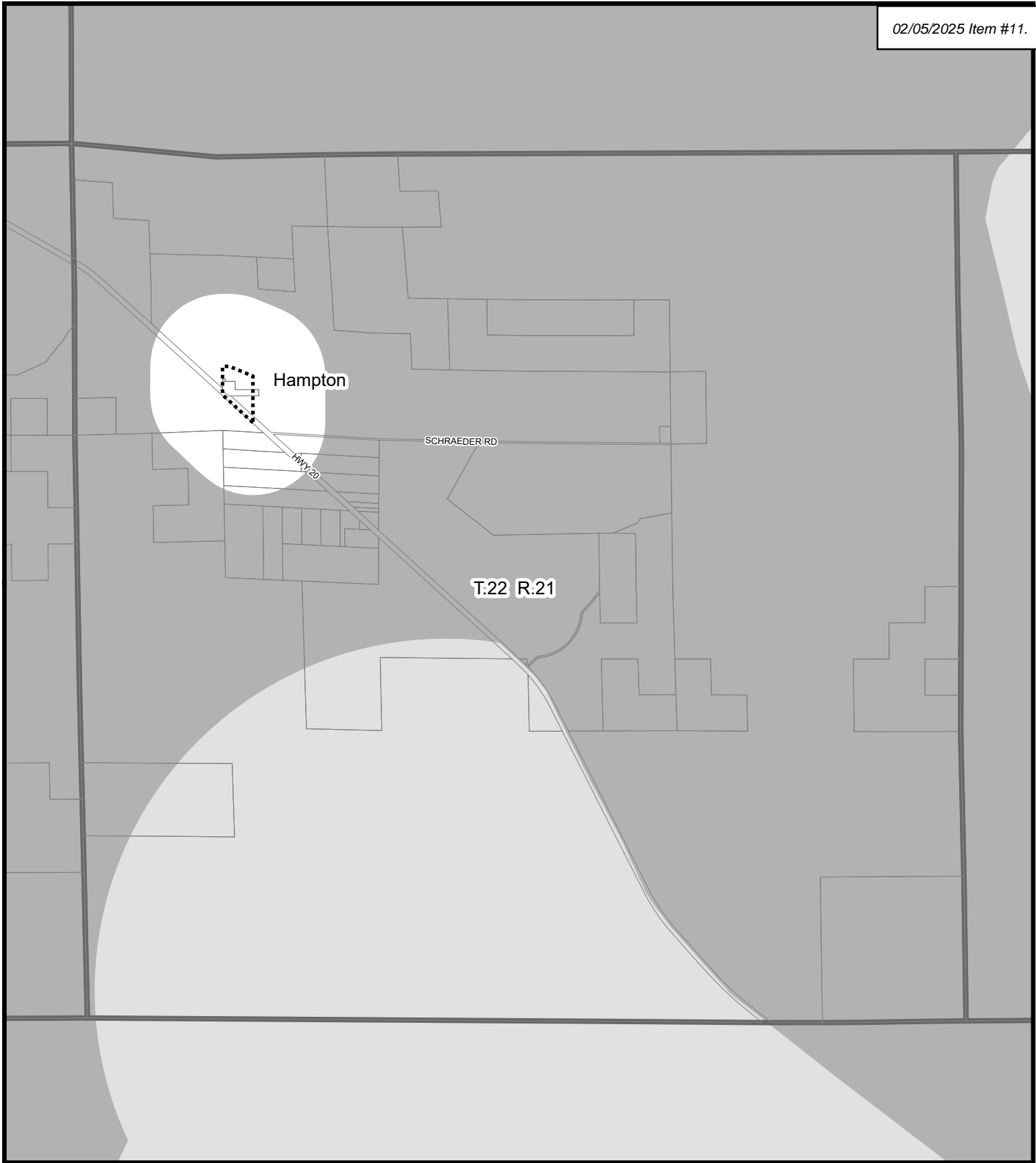
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 22 of 24
Ordinance 2025-001

Legend

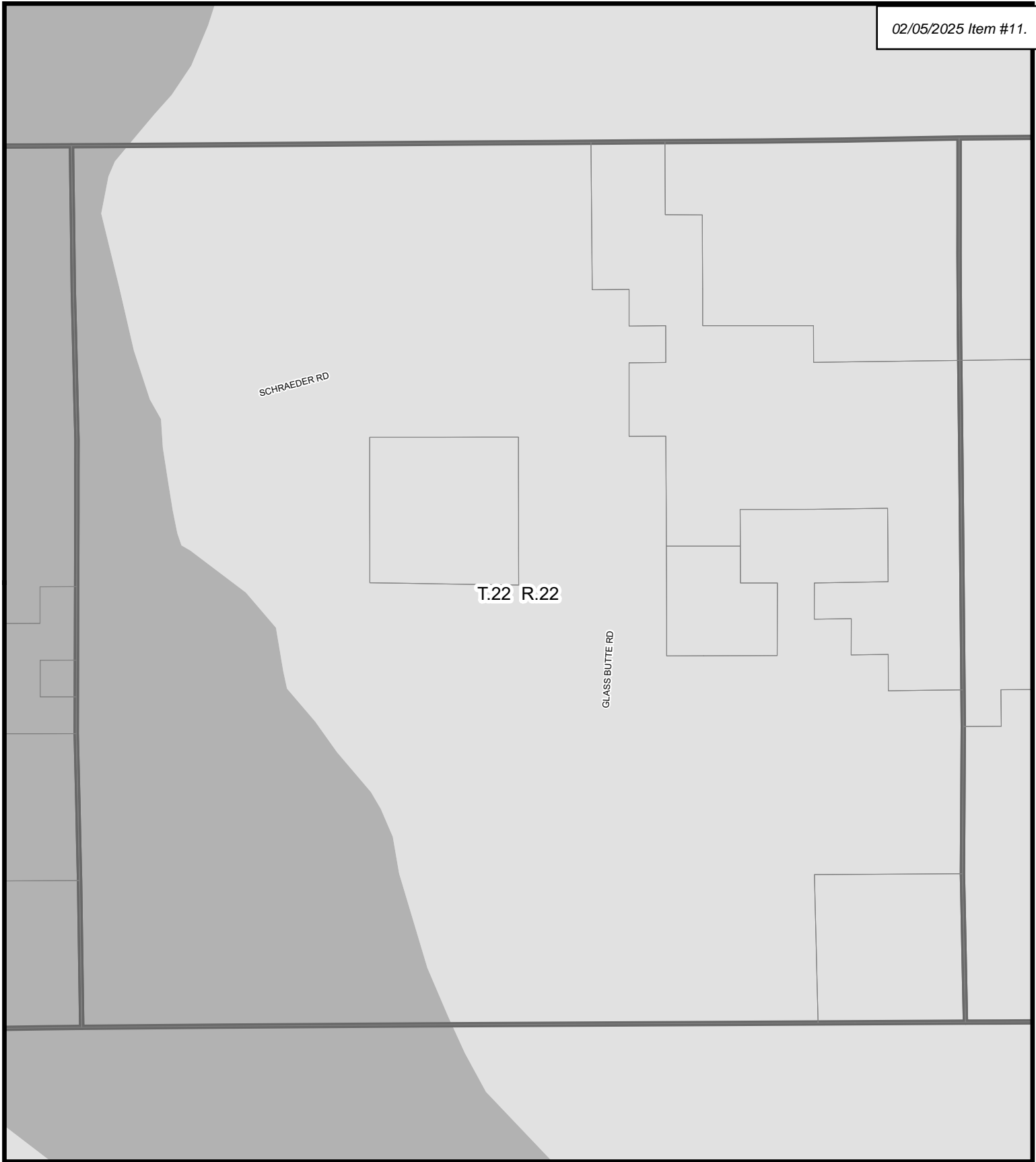
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 23 of 24
Ordinance 2025-001

Legend

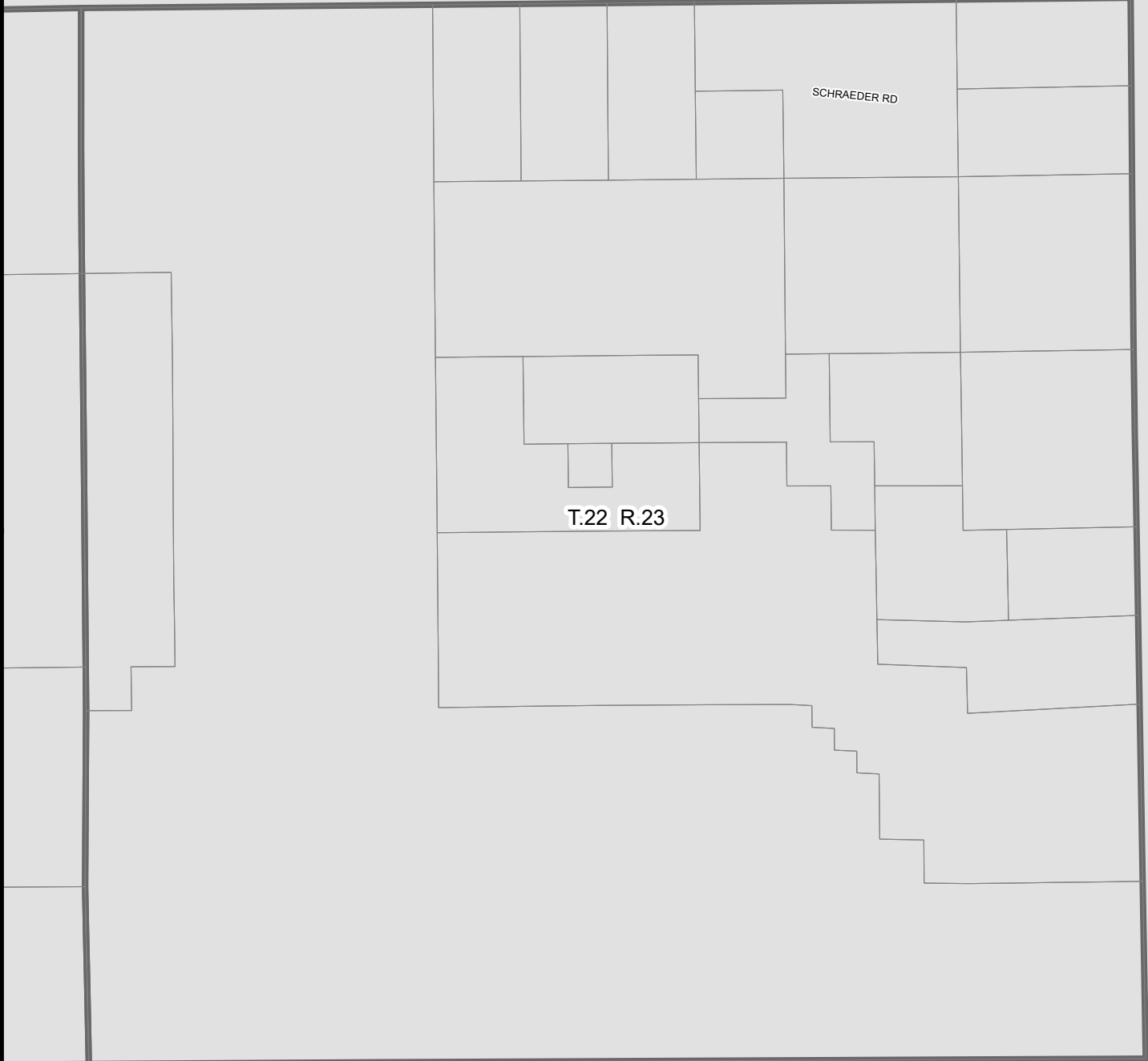
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







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Sage Grouse Greater Habitat Area

Exhibit B - Map 24 of 24
Ordinance 2025-001

- Legend**
-  Unincorporated Community
 -  Sage Grouse Map Index
 -  Core
 -  Low-Density



January 29, 2025



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Section 5.12 - Legislative History

Background

This section contains the legislative history of this Comprehensive Plan.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County
2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.
2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.
2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal 11 to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non- resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial
2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18; 1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone
2018-006	7-23-18/7-23-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial
2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.
2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area 1 boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area

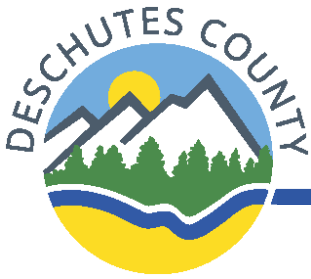
Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.
2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	1-8-20/4-20-20	23.01.01, 2.6, 3.5, 5.2	Comprehensive Plan and Text amendments relating to Religious Institutions to ensure compliance with RLUIPA.
2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.
2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.
2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevent Road from US 97.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area
2024-001	01-31-24/4-30-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area

Appendix E - Goal 5 Supplemental

02/05/2025 Item #11.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2023-016	5-8-24/8-6-24	23.01(BM) (added), 4.7 (amended), Appendix B (replaced)	Updated Tumalo Community Plan
2023-017	3-20-24/6-20-24	23.01(D) (repealed), 23.01(BJ) (added), 3.7 (amended), Appendix C (replaced)	Updated Transportation System Plan
2024-003	2-21-24/5-21-24	23.01.010, 5.8	Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural
2024-007	10-02-24/12-31-24	23.01(A)(repealed) 23.01(BK) (added)	Repeal and Replacement of 2030 Comprehensive Plan with 2040 Comprehensive Plan
2024-010	10-16-24/01-14-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2024-011	11-18-24/02-17-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Redmond Urban Growth Area (RUGA)
2024-012	1-8-25/4-8-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
<u>2025-001</u>	<u>2-5-25/5-6-25</u>	<u>23.01.010</u>	<u>Comprehensive Plan Text and Map Amendment updating Greater Sage-Grouse Habitat Inventories</u>



ATTACHMENT A - DRAFT STAFF FINDINGS

FILE NUMBER(S): 247-24-000710-PA, 737-ZC

APPLICANT: Deschutes County Planning Division

REQUEST: Amend Greater Sage-Grouse Area Combining Zone Map to comply with OAR 660-23-0115

STAFF CONTACT: Nicole Mardell, AICP, Senior Planner
 Phone: 541-317-3157
 Email: nicole.mardell@deschutes.org

RECORD: Record items can be viewed and downloaded from:
[Bit.ly/2024sagegrouse](https://bit.ly/2024sagegrouse)

I. APPLICABLE CRITERIA

Deschutes County Code (DCC)
 Title 22, Deschutes County Development Procedures Ordinance
 Chapter 22.012, Legislative Procedures

Oregon Administrative Rule (OAR)
 OAR 660-015, Statewide Planning Goals and Guidelines
 OAR 660-023-0115, Procedures and Requirements for Complying with Goal 5, Greater Sage-Grouse

II. BASIC FINDINGS

PROPOSAL

This is a legislative plan and text amendment to amend Deschutes County's Greater Sage-Grouse Area Combining Zone Map to comply with state law.

BACKGROUND

In 2015, the Land Conservation and Development Commission (LCDC) adopted OAR 660-023-0115. This rule requires seven eastern Oregon counties, including Deschutes County, to regulate large-scale development in Greater Sage-Grouse habitat. The Oregon Department of Fish and Wildlife (ODFW) produced a map of these habitat areas included as Exhibit B of the rule, which has been

incorporated into the County's zoning map as the Greater Sage-Grouse Area Combining Zone (GSGA).

On January 23, 2025, LCDC voted to approve an updated map of Greater Sage-Grouse habitat to replace Exhibit B, OAR 660-023-0115. This new map provides updated guidance on general, low density, and core habitat areas through collaring data and ODFW's enhanced habitat modeling. As the rule has been amended, Deschutes County is required to update the GSGA to incorporate this new information.

LCDC only adopted an update to the map, no other changes to OAR 660-023-0115 were considered. No changes to the County's development code are required.

REVIEW CRITERIA

There are no specific criteria in DCC Titles 18, 22, or 23 for legislative plan and text amendment reviews. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and the County's Comprehensive Plan.

III. FINDINGS & CONCLUSIONS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.
Hearing Required

FINDING: This criterion is met. A public hearing will be held before the Board of County Commissioners on February 5, 2025, allowing for an opportunity for public testimony to be gathered.

Section 22.12.020, Notice
Notice

A. Published Notice

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

FINDING: This criterion is met as notice will be published in the Bend Bulletin newspaper on January 21, 2025, for the Board of County Commissioners' initial public hearing.

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

FINDING: The Planning Director determined that posted notice was not necessary.

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

FINDING: LCDC required the County to send Measure 56 notice to affected properties 45 days prior to LCDC hearing to adopt the new maps into OAR 660-023-0115. The notice was mailed on December 4, 2024.

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

FINDING: Notice was provided to the County public information officer for wider media distribution.

Section 22.12.030 Initiation of Legislative Changes.

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

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

Section 22.12.040. Hearings Body

A. The following shall serve as hearings or review body for legislative changes in this order:

- 1. The Planning Commission.**
- 2. The Board of County Commissioners.**

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

FINDING: The Planning Commission held a work session on this matter on January 23, 2025. Due to the limited scope of the amendment, focused solely on compliance with state law, a hearing before the Planning Commission was deemed unnecessary. The Board of County Commissioners will hold a public hearing on February 5, 2025.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance.

FINDING: The proposed legislative changes will be implemented by Ordinance 2025-001, upon approval and adoption by the Board of County Commissioners. This criterion will be met.

OAR 660-015, Statewide Planning Goals and Guidelines

Goal 1: Citizen Involvement:

FINDING: The amendments do not propose to change the structure of the County's citizen involvement program. Notice of the proposed amendments was provided to the *Bulletin* for the Board public hearing.

Goal 2: Land Use Planning:

FINDING: The purpose of the amendment is to update the County's GSGA Combining Zone to comply with changes to state law. This criterion is met.

Goal 3: Agricultural Lands:

FINDING: No changes related to agricultural lands are proposed as part of the text amendments. This goal does not apply.

Goal 4: Forest Lands:

FINDING: No changes related to forest lands are proposed as part of the text amendments. This goal does not apply.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources:

FINDING: Statewide Planning Goal 5 addresses natural resources, historic and cultural resources, and mineral and aggregate resources. The purpose of the amendment is to update County zoning maps to be consistent with OAR 660-023-0115, relating to the protection of Greater Sage-Grouse. This amendment is consistent with Goal 5.

Goal 6: Air, Water and Land Resources Quality:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 6. This goal does not apply.

Goal 7: Areas Subject to Natural Disasters and Hazards:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 7. This goal does not apply.

Goal 8: Recreational Needs:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 8. This goal does not apply.

Goal 9: Economic Development:

FINDING The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 9. This goal does not apply.

Goal 10: Housing:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 10. This goal does not apply.

Goal 11: Public Facilities and Services:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 11. This goal does not apply.

Goal 12: Transportation:

FINDING: The proposed amendments do not include changes to the County’s Comprehensive Plan policies or implementing regulations for compliance with Goal 12. This goal does not apply.

Goal 13: Energy Conservation:

FINDING: The proposed amendments do not include changes to the County’s Comprehensive Plan policies or implementing regulations for compliance with Goal 13. This goal does not apply.

Goal 14: Urbanization:

FINDING: The proposed amendments do not include changes to the County’s Comprehensive Plan policies or implementing regulations for compliance with Goal 14. This goal does not apply.

Goals 15 through 19

FINDING: These goals are not applicable to the proposed plan and text amendments because the County does not contain these types of lands.

OAR 660, Division 23

Procedures and Requirements for Complying with Goal 5

660-023-0115 Greater Sage-Grouse

(5) Quality, Quantity and Location. For purposes of this rule, sage-grouse habitat is only present in Baker, Crook, Deschutes, Harney, Lake, Malheur and Union Counties. The location of sage-grouse habitat within these counties shall be determined by following the map produced by ODFW included as Exhibit B.

FINDING: Exhibit B has been adopted through the County’s GSGA Combining Zone. LCDC voted to adopt an updated Exhibit B habitat map on January 23, 2025. The purpose of the amendments is to modify the County’s GSGA Combining Zone to incorporate this updated map information. Therefore, this criterion is met.

IV. CONCLUSION

Based on the information provided herein, the staff recommends the Board of County Commissioners approve the proposed map amendment as drafted.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, February 5, 2025

SUBJECT: Diversity, Equity, Inclusion and Access (DEIA) Committee

RECOMMENDED MOTION:

None

BACKGROUND AND POLICY IMPLICATIONS:

In 2023, the County created a countywide internal DEIA Committee. The Committee is comprised of staff members from Community Justice, Health Services, IT, Solid Waste, and Risk Management with support from Administration. Its mission is to integrate best practices for diversity, equity, inclusion, and access into County policies, services, and programs. Members are authorized by their department heads to spend up to 4 hours per month on committee work.

The Committee is in the final stages of the process to create its first work plan, focused on:

- i. Assessment of existing DEIA initiatives across the County
- ii. Employee Retention
- iii. Employee Communications

Staff seeks Board direction on if it would like the committee to continue its work. If a decision is made to sunset the Committee, the employee retention work will shift to the County's Human Resources Department to be completed as capacity is available. We do not expect this decision to impact existing DEIA work being completed in departments and offices.

BUDGET IMPACTS:

None.

ATTENDANCE:

Nick Lelack, County Administrator
Whitney Hale, Deputy County Administrator