



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 27, 2021

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

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

AGENDA

MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format. Effective June 30, 2021, COVID-based restrictions have been discontinued.

Attendance/Participation options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings.

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by 12:00 noon on Tuesday will be included in the meeting record for topics not on the Wednesday agenda.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: *For items not on this Agenda*

Note: *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by 12:00 noon on Tuesday.*

CONSENT AGENDA

1. Consideration of Board Signature of Resolution No. 2021-074 Converting FTE within the Clerk's Office and 2021-2022 Deschutes County Budget.
2. Consideration of Board Signature of Order No. 2021-058, Approving and Confirming the Sale of Certain Real Property Acquired by Deschutes County
3. Consideration of Board Signature to Thank Linda Ray of River Forest Acres Special Road District
4. Consideration of Board Signature to Appoint Kate Reed to the River Forest Acres Special Road District Board.

ACTION ITEMS

5. **9:05 AM** Consideration of Board Signature of Document No. 2021-651, Bend La Pine School District Intergovernmental Agreement
6. **9:20 AM** PUBLIC HEARING to approve the conveyance of County-owned property to the City of Redmond and Consideration of Board Signature for Order No. 2021-053, authorizing the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property located south of SW Salmon Avenue and SW 35th Street and east of SW Salmon Court, Redmond
7. **9:30 AM** PUBLIC HEARING to approve the conveyance of County-owned property to the City of Redmond and consideration of Board Signature for Order No. 2021-054, authorizing the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property located at the southeast corner of NW Greenwood Avenue and NW 32nd Street, Redmond
8. **9:40 AM** Discussion of Whether to hear appeal of Hearings Officer's approval of an application on remand from LUBA and Oregon Court of Appeals to establish Phase A-1 of the Thornburgh Destination Resort and Consideration of Board Order No. 2021-059
9. **10:00 AM** COVID19 Update

10. **11:00 AM** Status Update regarding Consideration of Cascade Medical Transport as a Proposed Subcontractor to Provide Certain Ambulance Services for the La Pine Rural Fire Protection District - **Added Item**

LUNCH RECESS

11. **1:00 PM** Update on SB 391 / Rural Accessory Dwelling Units

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.

12. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations, ORS 192.660 (2) (d) Labor Negotiations, and ORS 192.660 (2) (h) Litigation

ADJOURN



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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 10/27/2021

SUBJECT: Consideration of Resolution No. 2021-074 Converting FTE within the Clerk's Office and 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move Approval of Resolution No. 2021-074 Converting FTE within the Clerk's Office and 2021-2022 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Clerk's Office presented to the Board of County Commissioners on 10/25/2021, with regards to converting a 1.0 limited duration Admin Support Technician FTE to a regular duration position in support of increased demand within the Clerk's Office.

BUDGET IMPACTS:

No fiscal impact projected for the 2021-2022 Deschutes County Budget. This Admin Support Technician position is currently limited duration through June 30, 2022, and is supported by County General funds. Acceptance of this Resolution would convert this position to regular duration due to the increased demand within the Clerk's Office and would allocate permanent General Fund support of approximately \$85,000 annually to the position. Since the position is currently funded by General Fund this would not result in a net increase in departmental personnel expenditures, or General Fund transfer to the Clerk's office above and beyond a marginal COLA/step increase from FY 2022. It has also been noted above that the Clerk's Office contributes approximately \$400,000 in revenue to the General Fund annually.

ATTENDANCE:

Steve Dennison, County Clerk, Jeff Sageser, Supervisor, Clerk's Office/Elections, Greg Munn, Chief Financial Officer.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Converting *
FTE within the 2021-2022 * RESOLUTION NO. 2021-074
Deschutes County Budget *

WHEREAS, the Deschutes County Clerk’s Office presented to the Board of County Commissioners on 10/25/2021 with regards to converting a limited duration 1.0 FTE Admin Support Technician to regular duration in support of increased demand within the Clerk’s Office, and

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

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

Section 1. That the following FTE be converted:

Job Class	Type	Duration if Limited Duration	FTE
Convert 1.0 Admin Support Technician from limited duration to regular duration	Regular Duration		-
Total FTE			-

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

DATED this _____ day of October, 2021.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PHIL CHANG, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, October 27, 2021

SUBJECT: Consideration of Board Signature of Order No. 2021-058, Approving and Confirming the Sale of Certain Real Property Acquired by Deschutes County

RECOMMENDED MOTION:

Move Board Signature of Order No. 2021-058

BACKGROUND AND POLICY IMPLICATIONS:

On August 25, 2021, The Board of County Commissioners signed Order 2021-011, ordering the sale of certain County property acquired through tax foreclosure proceedings. On October 8, 2021, the Deschutes County Sheriff, in collaboration with Deschutes County Property Management, held the public auction as ordered. This Order will approve and confirm the high bids received at that sale and authorize Property Management to prepare deeds for either the County Administrator or County Property Manager signature in accordance with the Sheriff's return.

BUDGET IMPACTS:

The gross proceeds of the auction were \$1,336,000.00: \$347,000.00 was received at time of sale and \$988,600.00 financed, per the Sheriff's Return. Oregon Revised Statute provides for the County to reimburse itself for the maintenance and supervision of tax-foreclosed properties from the sales proceeds of tax foreclosed properties and the remaining funds will be distributed to applicable taxing districts at fiscal yearend.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

10/27/2021 Item #2.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Approving and Confirming the Sale of *
Certain Real Property Acquired by Deschutes * ORDER NO. 2021-058
County. *

WHEREAS, on August 25, 2021, the Board of County Commissioners ("Board") signed Order 2021-011, incorporated by reference herein, ordering the sale of certain County property acquired through tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Deschutes County and by other means; and

WHEREAS, on October 8, 2021, the Deschutes County Sheriff held the public auction as ordered; and

WHEREAS, the Deschutes County Sheriff received bids equal to or in excess of the minimum bids set forth in Order No. 2021-011 and the highest bid for each property being herein set forth in the Sheriff's Return, attached hereto as Exhibit "A" and by this reference incorporated herein, and

WHEREAS, it appears that the bids set forth in Exhibit "A" are the highest and best bid received at sale, and it is in the best interest of the County to accept said bids; now, therefore,

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

Section 1. That the bids set forth in Exhibit "A" of this order are hereby approved and confirmed.

Section 2. That the sale of property authorized by Order 2021-011 is hereby confirmed and closed.

Section 3. The County Property Manager shall prepare deeds and associated closing documents for either County Administrator or County Property Manager signature in accordance with Exhibit "A."

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PHIL CHANG, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner

**SHERIFF'S RETURN
2021 COUNTY LAND SALE
(Board Order 2021-011)**

I hereby certify that on August 25, 2021, I received the attached Board of County Commissioners Order No. 2021-011 authorizing the sale of real property described in Exhibit A of said Order.

On August 31, 2021, the Notice of Sale was delivered to the Bulletin via electronic mail, a newspaper of general circulation in the county, for publication for four weeks, to wit: September 10, 2021; September 17, 2021; September 24, 2021, and October 1, 2021.

On October 8, 2021 at 10:00 a.m., the sale was held at the Deschutes County Fairgrounds, 3800 SW Airport Way, Redmond, Oregon 97756. The total amount of all bids for the properties sold was \$1,336,000.00. We received \$347,400.00 in checks and cash due to Deschutes County Properties and Facilities. The remaining \$988,600.00 of the total amount bid is to be financed with Deschutes County Property and Facilities. See the attached final bid sheet for the total amount bid on each property.

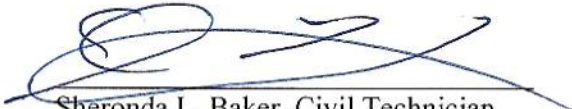
For the Sheriff's Office Certificate of Sale on each property, there was a separate statutory fee assessed in the amount of \$66.00 including the Certificate of Sale (\$56.00) and notary fee (\$10.00). There were eleven properties sold for a total of \$726.00 in fees paid directly to the Sheriff's Office. Additionally, the fees for sheriff's office civil technicians and civil deputy for preparation, conducting and closing this sale were \$1,194.79.

The attached County Land Sale Financial Results of the Sheriff's Return lists the results for sale including amount bid, amount paid, amount financed and amount due to Deschutes County Properties and Facilities.

On October 14, 2021, the affidavit of publication was recorded with the Deschutes County Clerk's Office.

I hereby make this return to the Board of County Commissioners.

L. SHANE NELSON,
Deschutes County Sheriff


Sheronda L. Baker, Civil Technician
Date: October 18, 2021

Attachments

Copy of Board Order No. 2021-011
Copy of Final Bid Sheet
County Land Sale Financial Results

REVIEWED
DM
LEGAL COUNSEL

Recorded in Deschutes County
Steve Dennison, County Clerk
Commissioners' Journal

CJ201 10/27/2021 Item #2.

08/26/2021 1:48:41 PM



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order for the Sale of Certain Real
Property Acquired by Deschutes County

*
*

ORDER NO. 2021-011

WHEREAS, Deschutes County has acquired title to certain real property, described in Exhibit "A," attached and incorporated by this reference, pursuant to real property tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Deschutes County and by other means, and

WHEREAS, foreclosure proceedings are completed, and tax deeds in the regular form have been executed by the Deschutes County Tax Collector and recorded in the Deed Records of Deschutes County pursuant to Oregon Revised Statute (ORS) 312.200 with respect to real properties acquired by tax foreclosure, and

WHEREAS, ORS 271.310 and 275.110 authorize the sale by the Board of County Commissioners of the real property acquired through real property tax foreclosure and other means, and

WHEREAS, the real property described in Exhibit "A," attached is not needed for County purposes and, thus, surplus, and

WHEREAS, it is in the best interests of the County to sell the real property described in Exhibit "A", and that the minimum price set forth after the description of each parcel shall be the minimum price for said sale; now, therefore,

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

Section 1. That the Deschutes County Sheriff hereby is authorized and directed, pursuant to ORS 275.120, to offer for sale the property described in Exhibit "A", attached hereto and by this reference incorporated herein, to the highest and best Bidders, for cash, cashier's check or terms, or combination thereof, as determined by the Board of County Commissioners pursuant to ORS 275.190, but not less than the minimum bid hereby fixed, plus recording fees.

Section 2. That said sale is to be made at the Deschutes County Fairgrounds, 3800 SW Airport Way, Redmond, Oregon, 97756, beginning at 10:00 a.m. on Friday, October 8, 2021, and remaining open until 2:00 p.m. to allow for Bidders to submit the appropriate purchase payment. COVID-19 precautions will be in place; check the County website for applicable procedures.

Section 3. That on the sale date, Bidders with the provisionally accepted high bid may leave the premises to obtain cash or cashier's checks but must return to the Deschutes County Fairgrounds prior to 2:00 p.m., with no Bidder admittance allowed after 2:00 p.m..

Section 4. That all sales shall be deemed conditional until such time as the Board of County Commissioners formally accepts or rejects said sale.

Section 5. That, if the Sheriff is unsuccessful in selling any real property listed in Exhibit "A" at said sale, said real property may be sold at private sale pursuant to ORS 275.200.

Section 6. That the Deschutes County Property Manager is authorized to take those actions reasonably calculated to efficiently and successfully conduct the aforementioned land sale, including deviation from or modification of sale procedures and removing properties from the sale, when, in the opinion of the Property Manager, said deviations or modifications are justified and in accordance with the applicable ORS.

Section 7. That the Deschutes County Property Manager or the County Administrator is authorized and ordered to sign the Seller's Disclosure Statements and the Sales and Purchase Agreements for the County owned property to be sold at the October 8, 2021, public auction.


Section 8. That the sample promissory note and trust deed attached as Exhibit "B" and incorporated by this reference, shall be the documents authorized for sale of the properties eligible for County financing as identified in Exhibit "A".

Dated this 25 day of August, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



ANTHONY DEBONE, Chair



PHIL CHANG, Vice Chair



PATTI ADAIR, Commissioner

ATTEST: 

Recording Secretary

EXHIBIT "A"

NOTICE OF SALE

By virtue of Order No. 2021-011 adopted by the Board of County Commissioners of Deschutes County, Oregon, on August 25, 2021, authorizing the sale of real property under ORS 271.310 and 275.110, notice is hereby given that, on October 8, 2021, at 10:00 a.m. at the Deschutes County Fairgrounds, located at 3800 SW Airport Way, Redmond 97756, Oregon, the Sheriff or his designee shall proceed to sell, at public auction to the highest and best bidder, for cash, cashier's check or terms, or combination thereof, the right and title to and interest for Deschutes County in the real property listed below:

Parcel ID	2021-01
Assessor Account	118340
Assessor Market Value	\$48,820
Map and Taxlot	171221DC00400
Acres	0.52
Zoning	Light Industrial (IL)
Property Address	62810 BOYD ACRES RD, BEND, OR 97701
Minimum Bid	\$45,280
Comments	Unimproved triangle shaped property located adjacent to Pilot Butte Canal. No utilities currently available to property. Legal access is unconfirmed. Contact City of Bend Community Development Department with inquires and questions related to allowed uses and development.

Parcel ID	2021-02
Assessor Account	115601
Assessor Market Value	\$75,500
Map and Taxlot	201012AC02700
Acres	0.58
Zoning	Rural Residential (RR10)
Property Address	17097 COVINA RD, BEND, OR 97707
Minimum Bid	\$42,000
Comments	Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. (BLKS 18-25) Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.

Parcel ID	2021-03
Assessor Account	115873
Assessor Market Value	\$75,500
Map and Taxlot	201012C005500
Acres	0.50
Zoning	Rural Residential (RR10)
Property Address	16925 FONTANA RD, BEND, OR 97707
Minimum Bid	\$53,600

EXHIBIT "A"

Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 4 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID 2021-04
 Assessor Account 116115
 Assessor Market Value \$75,500
 Map and Taxlot 201012D004600
 Acres 0.50
 Zoning Rural Residential (RR)
 Property Address 17075 FONTANA RD, BEND, OR 97707
 Minimum Bid \$53,600
 Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 4 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID 2021-05
 Assessor Account 116205
 Assessor Market Value \$75,500
 Map and Taxlot 201012D014100
 Acres 0.67
 Zoning Rural Residential (RR)
 Property Address 17196 INDIO RD, BEND, OR 97707
 Minimum Bid \$48,000
 Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 4 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

EXHIBIT "A"

Parcel ID 2021-06
 Assessor Account 116606
 Assessor Market Value \$75,500
 Map and Taxlot 201013C009300
 Acres 0.49
 Zoning Rural Residential (RR10)
 Property Address 16967 UPLAND RD, BEND, OR 97707
 Minimum Bid \$53,600
 Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 9 Part 2 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the LM and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID 2021-07
 Assessor Account 116600
 Assessor Market Value \$94,500
 Map and Taxlot 201013C010000
 Acres 0.87
 Zoning Rural Residential (RR10)
 Property Address 16905 UPLAND RD, BEND, OR 97707
 Minimum Bid \$36,000
 Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 9 Part 2 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the WA overlay zone may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID 2021-08
 Assessor Account 116640
 Assessor Market Value \$64,000
 Map and Taxlot 201013C014900
 Acres 1.12
 Zoning Rural Residential (RR10)
 Property Address 56031 SAVAGE DR, BEND, OR 97707
 Minimum Bid \$60,000
 Comments Unimproved property; legal lot of record. Located in Sun Dance Phase I Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the WA overlay zone may be applicable. Contact Deschutes County Community Development

EXHIBIT "A"

Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-09
Assessor Account	117115
Assessor Market Value	\$75,500
Map and Taxlot	201107C007700
Acres	0.48
Zoning	Rural Residential (RR10)
Property Address	17216 JACINTO RD, BEND, OR 97707
Minimum Bid	\$24,000
Comments	Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. (C) Plat. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-10
Assessor Account	114156
Assessor Market Value	\$75,630
Map and Taxlot	211035C002800
Acres	1.02
Zoning	Rural Residential (RR10)
Property Address	52525 RIVER PINE RD, LA PINE, OR 97739
Minimum Bid	\$55,000
Comments	Includes small outbuildings; legal lot of record. Located in Ahern Acres Plat. Further restrictions resulting from the WA overlay zone may be applicable. Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-11
Assessor Account	144183
Assessor Market Value	\$696,115
Map and Taxlot	220901A003100
Acres	1.40
Zoning	Rural Residential (RR10)
Property Address	14717 NORTH SUGAR PINE WAY, LA PINE, OR 97739
Minimum Bid	\$297,600
Comments	Located in Ponderosa Pines Plat. Includes a 3,563 square foot unfinished lodge-style building and an adjacent 3,072 square foot out-building constructed in approximately 2004. Multiple code violations; buyer will be required to remedy as outlined in the memorandum from Deschutes County Code Endorsement dated March 29, 2021. Further restrictions resulting from the WA overlay

EXHIBIT "A"

zone may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development and Code Enforcement for questions related to the requirements outlined in the March 29, 2021 memorandum.

Parcel ID	2021-12
Assessor Account	143581
Assessor Market Value	\$18,480
Map and Taxlot	2221170001600
Acres	11.48
Zoning	Exclusive Farm Use – Horse Ridge Subzone
Property Address	**NO SITUS ADDRESS** Brothers, OR 97712
Minimum Bid	\$9,200
Comments	Unimproved property. Further restrictions resulting from the SGHA-Core Zone and the LM and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with questions related to allowed uses and development.

1) All prospective Bidders shall register prior to or on the day of the sale. Registrations on the day of sale must be completed and received, as noted below, prior to start of the auction. The registration form is available at www.deschutes.org. Registration shall be submitted by one of the following options:

a) Email to Kristie.Bollinger@deschutes.org b) Fax to 541-317-3168, c) Mail to Deschutes County Property Management; P.O. Box 6005; Bend, OR 97708-6005, d) or in person between October 4, 2021 through October 7, 2021, during the hours of 9:00 a.m. and 12:00 p.m. at 14 NW Kearney Avenue in Bend, Oregon. After 12:00 p.m. (NOON) on October 7, 2021 all filled out registrations should be brought in person to the auction location and have registration form completed and check-in done prior to auction start time of 10:00 a.m. Bidder must provide a completed registration form, which includes bidder's legal name, physical address, mailing address, telephone number, how to take title, and signatures. Bidders must provide an acceptable picture I.D. on the day of the auction, prior to 10:00 a.m. and prior to bidding.

2) **ALL PARCELS ARE SOLD AS IS.** Potential Bidders should thoroughly investigate all aspects of a property prior to bidding. Deschutes County has not surveyed the aforementioned real properties and makes no representation as to boundaries, encroachments or encumbrances. Deschutes County does not guarantee or warrant that any parcel is buildable, suitable for septic system, has legal access, is vacant or is usable for any particular purpose. The County shall not warrant or defend the fee simple title of real property offered for sale to be free of defects or encumbrances, but will only sell and convey such interest as the County acquired by foreclosure or other means and holds at the time of sale. Furthermore, conveyance is subject to all valid, recorded easements, road right-of-way dedications, the right of any municipal corporation to purchase such property pursuant to State law, and subject to the right of the Board of County Commissioners to reject any and all bids.

3) The highest offer for any parcel that is equal to or exceeds the minimum bid price shall be conditionally accepted as of the close of bidding for that parcel. Upon conditional acceptance of an offer at the time of the sale, the sale as to that parcel shall be deemed closed. For properties where financing is available the following terms apply: either equal payments over 10 years (120 payments) with a fixed interest rate of 4.25% -or- down payment and second/final payment in 30 days; both with a nonrefundable cash down payment of not less than 20% of the purchase price, secured by a promissory note and trust deed. Copies of the complete contract terms may be found at www.deschutes.org or a copy will be provided at \$0.25 per page upon request to the County Property Manager listed above, by October 1, 2021. On

EXHIBIT "A"

the sale date, Bidders with the provisionally accepted high bid may leave the premises to obtain cash or cashier's checks but must return to the Deschutes County Fairgrounds prior to 2:00 p.m. No admittance after 2:00 p.m. will be allowed.

4) Cash is defined as all legal U.S. currency. Cashier's checks must be payable to Deschutes County Sheriff's Office, and cashier's checks must be drawn on a financial institution that is authorized to do business under the laws of Oregon or the United States and recognized as such by Deschutes County. If any part of the purchase price is paid with a cashier's check the Purchaser (winning Bidder) will be given a receipt in lieu of a certificate of sale until verification from the financial institution that final settlement has been made on the cashier's check. Upon receiving such verification, the Purchaser will receive a Certificate of Sale. If any part of the purchase price is paid through the contract for terms, the Purchaser will be provided a Certificate of Sale that includes the terms and will be required to sign a promissory note for which a trust deed will be recorded. Regardless of method of purchase, upon receipt of Certificate of Sale, the Certificate of Sale must be recorded with the Deschutes County Clerk at the sole cost of the Purchaser.

5) SOME PROPERTY WILL BE SOLD SUBJECT TO BUYER AGREEING TO MITIGATE THE WILDFIRE FUELS.

6) SOME PROPERTY MAY BE SOLD SUBJECT TO BUYER AGREEING THAT a) SUCH PROPERTY IS UNDEVELOPABLE DUE TO THE INABILITY TO CONSTRUCT AN ON-SITE SANITARY SEWER SYSTEM, b) AND/OR THAT THE SUBJECT PROPERTY IS NOT A LEGAL LOT OF RECORD, c) AND/OR LEGAL ACCESS TO SUBJECT PROPERTY IS UNKNOWN.

7) An example of the Wildland Fire Fuel Treatment Agreement is available for review on the Deschutes County website (www.deschutes.org) and at the office of Deschutes County Property Management, 14 NW Kearney Avenue, Bend, Oregon.

8) For information on the property auction, contact Deschutes County Property Management at 541-385-1414. Additionally, Deschutes County reserves the right to remove any property from the auction list at or before the auction. The Board of County Commissioners may authorize the sale of any real property not sold at this auction to be sold by private sale pursuant to ORS 275.200.

9) Deschutes County encourages persons with disabilities to participate in all programs and activities. To request information in an alternative format, please call 541-385-1749 or 541-330-4631.

SHANE NELSON
Deschutes County Sheriff

By

_____, Civil Technician

Published in Bend Bulletin
Date of First and Successive Publications:

275.120 Sheriff's notice of sale. (1) Upon receipt of a certified copy of the order referred to in ORS 275.110, the sheriff shall publish a notice of the sale of such property in a newspaper of general circulation, printed and published in the county where the land is situated, once each week for four consecutive weeks prior to such sale.

EXHIBIT "B"

REVIEWED

LEGAL COUNSEL

NOTE

PARTIES:

Promisor: «BUYERFIRSTNAME» «BUYERMIDDLENAME» «BUYERLASTNAME»
 «BuyerAddress1»
 «BuyerCityStateZip»

Promisee: **DESCHUTES COUNTY**, a political subdivision of the State of Oregon
 Finance Department
 PO Box 6005
 Bend, Oregon 97708-6005

1) FOR VALUE RECEIVED, Promisor promises to pay Promisee, at Promisee's order, the purchase price, which consists of the principal sum of this note plus the twenty percent (20%) previously paid to Promisee as a down payment, for the real property commonly known as («SitusAddress») and legally described as:

«LegalDescription»

2) in the principal sum of «AmountFinanced» with interest on the unpaid principal balance from the designated closing date or the date of closing, until paid, at the rate of Four and One Quarter percent (4.25%) per annum. Principal and interest shall be payable to Deschutes County Treasurer, Finance Department, PO Box 6005, Bend, Oregon 97708-6005, or such other place as Promisee may designate, in consecutive monthly installments of _____/100 DOLLARS (\$_____), on the 1st day of each month beginning December 1, 2021. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on November 1, 2031. Promisee acknowledges receipt of a down payment in the amount of «DownPayment».

3) If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Promisor, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Promisee. The date specified shall not be less than thirty days (30) from the date such notice is mailed. Promisee may exercise this option to accelerate during any default by Promisor regardless of any prior forbearance.

4) Promisor shall pay to Promisee a late charge of five percent (5%) of any monthly installment not received by Promisee within ten (10) days after the installment is due. Such late charge shall be paid on demand and Promisee may add such late charge to the principal balance of the Note.

5) Promisor may prepay the principal amount outstanding in whole or in part without penalty. Promisee may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Promisee shall otherwise agree in writing.

6) All persons liable either now or hereafter for payment of this Note severally waive

EXHIBIT "B"

presentment, demand for payment and notice of nonpayment. This Note shall be the joint and several obligation of all persons liable for payment of this Note, and shall be binding upon them and their successors and assigns.

7) Any notice to Promisor provided for in this Note shall be given by mailing such notice by certified mail addressed to Promisor at the address set forth under Promisor's name, or to such other address as Promisor may designate by notice to Promisee. Any notice to Promisee shall be given by mailing such notice by certified mail, return receipt requested, to Promisee at the address set forth under Promisee's name, or at such other address as may have been designated by notice to Promisor.

8) This obligation is secured by a real estate Trust Deed, Deschutes County Document Number _____, with power of sale, of even date herewith, and is subject to all of the terms and conditions of such Trust Deed.

9) If this Note is placed in the hands of an attorney, Promisor agrees to pay the reasonable fee and expenses of such attorney even though no suit or action is instituted or no sale of the property has been directed under the terms of the real estate Trust Deed securing this obligation. Such fees, expenses and costs may, at Promisee's option, be added to the principal balance of this Note.

10) Failure to exercise any option to declare default or accelerate the balance due hereon shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Modification of the terms of payment of this Note made at the request of any person liable thereof shall not impair such person's liability or the liability of any other person now or hereafter liable for the payment hereof.

11) In the event that a building permit or a manufactured home placement permit is issued on the premises identified in the Trust Deed, this Note immediately becomes due and payable.

12) Promisor acknowledges that based upon Promisor's own inspection and investigation, Promisor is satisfied that the premises identified in the Trust Deed do not now contain any amounts of hazardous, toxic, radioactive or other substances for which a property owner or operator may be liable under state or federal environmental pollution or health and safety laws.

13) Accordingly, Promisor agrees that, as between Promisee and Promisor, Promisor will assume responsibility and liability and shall indemnify Promisee for any release or discharge of hazardous, toxic, radioactive or other dangerous substances regulated under state or federal pollution control laws found hereafter on, in or about the premises identified in the Trust Deed.

NOTICE TO THE PROMISOR

DO NOT SIGN THIS NOTE BEFORE YOU READ IT. THIS NOTE AUTHORIZES THE PROMISEE TO REFUSE TO ACCEPT PARTIAL PREPAYMENTS WHICH ARE NOT TENDERED ON THE DATE MONTHLY INSTALLMENTS ARE DUE AND WHICH ARE NOT IN THE AMOUNT OF THAT PART OF ONE OR MORE INSTALLMENTS WHICH WOULD BE APPLICABLE TO PRINCIPAL. CAUTION: READ BEFORE SIGNING.

EXHIBIT "B"

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

PROMISOR:

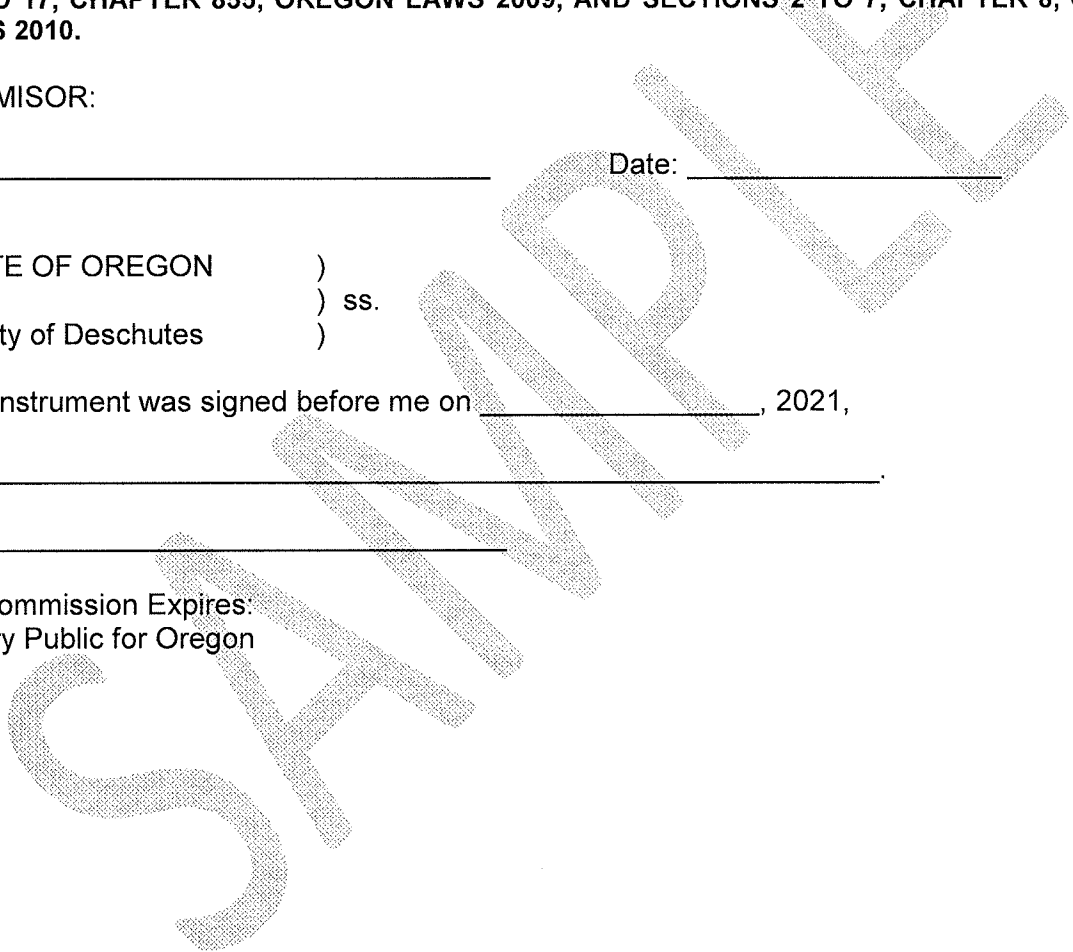
_____ Date: _____

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was signed before me on _____, 2021,

By _____

My Commission Expires:
Notary Public for Oregon



BC

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



TRUST DEED

Exhibit B Trust Deed example (2 pages)

Grantor's Name and Address

Trustee's Name and Address

Beneficiary's Name and Address

After recording, return to (Name and Address):

SPACE RESERVED FOR RECORDER'S USE

THIS TRUST DEED, made on _____, between _____,

_____, as Grantor, _____, as Trustee, and _____,

_____, as Beneficiary,

WITNESSETH: That Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in _____ County, Oregon, described as follows (legal description of property):

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of _____

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on _____

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ _____ written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

(CONTINUED)

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this State, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.505.

**WARNING: 12 USC 1701-3 regulates and may prohibit exercise of this option. The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

Exhibit B
Trust Deed example (2 pages)

9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement in case of full reconveyances, for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.815.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.778 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*

- (a) primarily for grantor's personal, family or household purposes (see Important Notice below).
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

STATE OF OREGON, County of _____) ss.

This record was acknowledged before me on _____

by _____

This record was acknowledged before me on _____

by _____

as _____

of _____

Notary Public for Oregon

My commission expires _____

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____ Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to _____

DATED _____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, August 25, 2021

SUBJECT: Consideration of Board Signature for Auction Order No. 2021-011, the Deschutes County Surplus Property Auction

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2021-001, for the Deschutes County Surplus Property Auction.

BACKGROUND AND POLICY IMPLICATIONS:

The attached list of 12 County-owned properties with corresponding maps are proposed for inclusion in the 2021 Deschutes County Surplus Property Auction scheduled for Friday, October 8, 2021 at the Deschutes County Fairgrounds.

Property Management staff has worked with County Counsel, the Community Development Department – including Planning, Environmental Soils and Code Enforcement, County Surveyor, County Engineer, County Forester, Finance Department, Tax Office, Assessor's Office, and the Sheriff's Office to evaluate the list of initial properties and prepare documents associated with the sale.

In order to establish the property values, Property Management engages the services of an experienced licensed real estate broker. The broker provides a 'Broker Opinion of Value' for each property and these values are typically reduced to 80% to establish the minimum bids for the purpose of the auction –these amounts are noted as the minimum bids on the attached document. If all properties sell at the established minimum bid, the proceeds of the sale would be \$777,880.

Most properties sold at auction sell above the minimum bid – thus generating additional sale proceeds. If not all properties sell at auction, those properties that do not sell may be available for purchase on a first come first served basis as provided by ORS. Generally speaking, most properties sell at auction.

Standard operating procedure and as done in the past, Deschutes County will offer financing for properties sold for \$20,000 or more at an interest rate of 4.25% amortized

over a 10-year term. Properties that sell for less than \$20,000 are required to be paid in full the day of the auction by cash/cashier's check. Parcels may be removed from the auction list at any time.

BUDGET IMPACTS:

If the properties sell at the established minimum bid, the proceeds of the sale will be \$777,880. Properties that do not sell at auction will be available for sale on a first come first served basis at the minimum bid price, or possibly a lower amount as authorized by ORS. As provided by ORS 275, the sale's proceeds reimburse post-foreclosure direct management and carrying costs associated with foreclosed properties with the remaining proceeds distributed to the applicable taxing districts.

ATTENDANCE:

Kristie Bollinger, Property Manager

PARCEL ID	HIGH BID	BIDDER NUMBER
2021-01	REMOVED	REMOVED
2021-02	74,000	121
2021-03	74,000	525
2021-04	77,000	508
2021-05	82,000	125
2021-06	74,000	520
2021-07	70,000	504
2021-08	124,000	519
2021-09	83,000	122
2021-10	169,000	519
2021-11	505,000	648
2021-12	13,000	647

After all properties have had an opening, the auctioneer will go back and re-offer those without a bid. Leave the space blank if no one bids, or write "NO BID 2x"

\$ 1,336,000

County Land Sale October 8, 2021; County Board Order 2021-011

10/15/2021

Parcel	Bidder #	Final Bid Price	Bidder/Purchaser Name	Check amount paid	Cash amount paid	Check Number(s)	Checks Cleared "Y"	Certificate Issued (Yes)	Date Certificate of Sale given/sent	Amount Financed	SHERIFF'S OFFICE COS Fee Check	SHERIFF'S OFFICE COS Fee Cash
2021-01	-	-	REMOVED	-	-	-	-	-	-	-	-	-
2021-02	121	\$74,000.00	Zachary Green	\$14,800.00		99901	Y	Yes	10/18/2021	\$59,200.00		\$66.00
2021-03	525	\$74,000.00	Teresa and Preslee Jeffers	\$19,000.00		1088408390	Y	Yes		\$55,000.00	\$66.00	
2021-04	508	\$77,000.00	Valarie Reiners	\$15,400.00		32314816	Y	Yes	10/18/2021	\$61,600.00		\$66.00
2021-05	125	\$82,000.00	Keith & Kathy Linville Family Trust	\$82,000.00		1304615747	Y	Yes	10/18/2021			\$66.00
2021-06	520	\$74,000.00	Kelco, Inc	\$14,800.00		99727	Y	Yes	10/18/2021	\$59,200.00	\$66.00	
2021-07	504	\$70,000.00	Justin Wimmer		\$14,000.00			Yes	10/8/2021	\$56,000.00		\$66.00
2021-08	519	\$124,000.00	Scott Harbick	\$24,800.00		1304615749	Y	Yes	10/18/2021	\$99,200.00	\$66.00	
2021-09	122	\$83,000.00	Jennifer F. Wengeler Living Trust	\$16,600.00		97514748	Y	Yes	10/18/2021	\$66,400.00	\$66.00	
2021-10	519	\$160,000.00	Scott Harbick	\$32,000.00		1304615748	Y	Yes	10/18/2021	\$128,000.00	\$66.00	
2021-11	648	\$505,000.00	EOS Real Estate Investments III, LLC	\$101,000.00		852201911	Y	Yes	10/18/2021	\$404,000.00	\$66.00	
2021-12	647	\$13,000.00	Monet Bossert & Charles Beith	\$13,000.00		99923	Y	Yes	10/18/2021		\$66.00	
Totals		\$1,336,000.00		\$333,400.00	\$14,000.00					\$988,600.00	\$462.00	\$264.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 27, 2021

SUBJECT: Request Board signature of Bend La Pine School District Intergovernmental Agreement, Document Number 2021-651.

RECOMMENDED MOTION:

Move approval and Board signature of Bend La Pine School District Intergovernmental Agreement for Healthy Schools collaboration, Document Number 2021-651.

BACKGROUND AND POLICY IMPLICATIONS:

Bend-La Pine Schools and Deschutes County Health Services, Public Health Division, work collaboratively to implement the Healthy Schools initiative in an effort to provide prevention and intervention for the purpose of supporting healthy school environments for optimal learning and personal well-being.

Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognizes the importance of student’s health so they can learn effectively and thrive both now and in the future. Therefore, the parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools by the 2023-2024 school year. These PHSs will serve as public health experts to administrators, staff and students of all ages as this model is fully implemented.

PHSs will work directly with administrators, counselors, staff, parents and students in order to improve adolescent health, access to learning, reduce risk-taking behaviors, and improve school culture at a level that will produce cost savings and reduce social and financial burden to our community. Issues to be addressed may include adolescent suicide ideation, vaping, bullying, social media risks, tobacco and alcohol use, pregnancy, sexually transmitted infections and immunizations as well as other emerging risks and infectious diseases that may keep students away or disconnected with school, which increases the likelihood of negative consequences in adulthood. County and BLS designed the Healthy

Schools concept together, acknowledging the needs of students and families, as well as each agency's strengths.

The full model of PHSs in BLS provides seven (7) staff, six (6) 0.8 FTE (working the school year) PHSs and one (1) 1.0 FTE County Health Services Supervisor. Each PHSs will serve one (1) school vertical alignment (i.e., a high school and the schools that high school serves). The model will be phased in such that beginning in Fiscal Year 2022 (Fiscal Year is July through June) only three (3) of the seven (7) staff will be hired. Fiscal Year 2022 staff will have a critical role for starting up and operationalizing the model in collaboration with BLS. In Fiscal Year 2023, two (2) additional staff will be hired to address two (2) additional school vertical alignments. In Fiscal Year 2024, the remaining two (2) staff will be hired to address the two (2) remaining school vertical alignments. Vertical alignment is defined by a High School, and its associated middle and elementary schools.

BUDGET IMPACTS:

Maximum compensation to Deschutes County Health Services is \$806,998. BLS shall provide the following sustainable matching funding: Year 1 - \$161,601; Year 2 - \$259,967; Year 3 - \$385,430. County will invoice BLS on a monthly or quarterly basis.

ATTENDANCE:

Tom Kuhn, Program Manager

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date:

Department:

Contractor/Supplier:

Contractor Contact:

Type of Document: Memorandum of Understanding

Goods and/or Services: Bend-La Pine Schools and Deschutes County Health Services, Public Health Division, work collaboratively to implement the Healthy Schools initiative in an effort to provide prevention and intervention for the purpose of supporting healthy school environments for optimal learning and personal well-being.

Background & History: Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognizes the importance of student’s health so they can learn effectively and thrive both now and in the future. Therefore, the parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools by the 2023-2024 school year. These PHSs will serve as public health experts to administrators, staff and students of all ages as this model is fully implemented.

PHSs will work directly with administrators, counselors, staff, parents and students in order to improve adolescent health, access to learning, reduce risk-taking behaviors, and improve school culture at a level that will produce cost savings and reduce social and financial burden to our community. Issues to be addressed may include adolescent suicide ideation, vaping, bullying, social media risks, tobacco and alcohol use, pregnancy, sexually transmitted infections and immunizations as well as other emerging risks and infectious diseases that may keep students away or disconnected with school, which increases the likelihood of negative consequences in adulthood. County and BLS designed the Healthy Schools concept together, acknowledging the needs of students and families, as well as each agency’s strengths.

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BLS shall provide the following sustainable matching funding: Year 1 \$161,601; Year 2 \$259,967; Year 3 \$385,430. County will invoice BLS on a monthly or quarterly basis.

Agreement Starting:

Ending Date:

Total Payment:

Insurance Certificate Received (check box)

Insurance Expiration:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Not Applicable
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes N/A

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

Is this a Grant Agreement providing revenue to the County? Yes N/A

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Departmental Contact and Title:
Phone #:

Acting Director Approval:
Signature: *nahad sadr-azodi*
nahad sadr-azodi (Oct 8, 2021 12:35 PDT)
Email: nahad.sadr-azodi@deschutes.org
Title: Director of PH
Company: DCHS

Distribution of Document: Grace Justice Evans, Contract Specialist.

Official Review:

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

Legal Review _____ Date _____

Document Number 2021-651

Grace Evans

From: George Conway
Sent: Tuesday, September 7, 2021 10:58 AM
To: Tom Anderson; Nick Lelack; Erik Kropp; David Doyle; John Laherty; Loretta Gertsch; Natalie Jones; Janice Garceau; James Wood; Cheryl Smallman; Lee Randall; Christopher Weiler; Greg Munn; Nahad Sadr-Azodi; Molly Wells Darling; Sharon Keith; Samantha Pepper; Whitney Hale; Morgan Emerson; Grace Evans; Rita Bacho; Emily Freeland; Crystal Sully
Cc: 'Michael Baker'; 'Rick Treleaven'; 'Rich Fawcett (csms.rwfawcett@gmail.com)'; Lindsay Seibel; Ashley Pelaez; Hailey Barth; Melanie Aesch; 'Kplumb@h.co.crook.or.us'; 'Megan Haase, FNP'; 'Steve Strang'; 'Jeff Absalon'; 'Cynthia Maree'; 'Logan Clausen'; 'Robert Ross'; George Conway
Subject: One change RE: Delegation of authority, September 8 - October 10, 2021

Dear Colleagues,
 Janice Garceau is now back from a well-deserved vacation, and has very kindly agreed to serve as Acting DCHS Director, 8-15 September, with Nahad Sadr-Azodi serving in that role 16 SEP – 10 OCT.
 Thanks very much,
 -George

From: George Conway
Sent: Tuesday, September 7, 2021 10:07 AM
To: Tom Anderson <Tom.Anderson@deschutes.org>; Nick Lelack <Nick.Lelack@deschutes.org>; Erik Kropp <Erik.Kropp@deschutes.org>; David Doyle <David.Doyle@deschutes.org>; John Laherty <John.Laherty@deschutes.org>; Loretta Gertsch <Loretta.Gertsch@deschutes.org>; Natalie Jones <Natalie.Jones@deschutes.org>; Janice Garceau <Janice.Garceau@deschutes.org>; James Wood <James.Wood@deschutes.org>; Cheryl Smallman <Cheryl.Smallman@deschutes.org>; Lee Randall <Lee.Randall@deschutes.org>; Christopher Weiler <Christopher.Weiler@deschutes.org>; Greg Munn <Greg.Munn@deschutes.org>; Nahad Sadr-Azodi <Nahad.Sadr-Azodi@deschutes.org>; Molly Wells Darling <Molly.WellsDarling@deschutes.org>; Sharon Keith <Sharon.Keith@deschutes.org>; Samantha Pepper <Samantha.Pepper@deschutes.org>; Whitney Hale <Whitney.Hale@deschutes.org>; Morgan Emerson <Morgan.Emerson@deschutes.org>; Grace Evans <Grace.Evans@deschutes.org>; Rita Bacho <Rita.Bacho@deschutes.org>; Emily Freeland <Emily.Freeland@deschutes.org>; Crystal Sully <Crystal.Sully@deschutes.org>
Cc: 'Michael Baker' <Michael.Baker@co.jefferson.or.us>; 'Rick Treleaven' <rickt@bestcaretreatment.org>; 'Rich Fawcett (csms.rwfawcett@gmail.com)' <csms.rwfawcett@gmail.com>; Lindsay Seibel <Lindsay.Seibel@deschutes.org>; Ashley Pelaez <Ashley.Pelaez@deschutes.org>; Hailey Barth <Hailey.Barth@deschutes.org>; Melanie Aesch <Melanie.Aesch@deschutes.org>; 'Kplumb@h.co.crook.or.us' <Kplumb@h.co.crook.or.us>; Megan Haase, FNP <Megan.Haase@mosaicmedical.org>; Steve Strang <steve.strang@mosaicmedical.org>; Jeff Absalon <jabsalon@stcharleshealthcare.org>; Cynthia Maree <clmaree@stcharleshealthcare.org>; 'Logan Clausen' <lclausen@copakids.com>; 'Robert Ross' <rgross@stcharleshealthcare.org>
Subject: RE: Delegation of authority, September 8 - October 10, 2021

Dear Colleagues,
 I plan to be on personal leave and traveling, from tonight through 10 OCT and plan to be back in office NLT 11 OCT (with the possibility of a slightly later date if we encounter challenges returning from overseas due to COVID19).

Christopher Weiler has kindly agreed to serve as Acting DCHS Director from 8-15 SEP, and Nahad Sadr-Azodi has also kindly agreed to serve as Acting DCHS Director from 16 SEP- 10 OCT.

If anything urgent arises, please feel free to reach out to me via Melanie Aesch (cc'd, direct line 541-322-7504). For any complex medical questions on COVID-19, please contact Dr. Fawcett (cc'd).

Thanks and best regards,
-George

George A. Conway, MD, MPH
Director, Deschutes County Health Services Department
george.conway@deschutes.org
Office/VM +1-541-322-7502



REVIEWED
LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT
Agreement No. 2021-651

- 1. **EFFECTIVE DATE:** The effective date of this Agreement shall be July 1, 2021. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when both Parties accept each other's completed performance or on June 30, 2024, whichever date occurs last.
- 2. **PARTIES:** Bend-La Pine Schools, a political subdivision of the State of Oregon, (hereinafter referred to as "BLS") and Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as "County"), collectively referred to as "Party" or "Parties".
- 3. **DESCRIPTION:**
Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognizes the importance of student's health so they can learn effectively and thrive both now and in the future. Therefore, the Parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools by the 2023-2024 school year. These PHSs will serve as public health experts to administrators, staff and students of all ages as this model is fully implemented.

Collaboration between County and BLS incorporates a Whole School, Whole Community, Whole Child (WSCC) model, serving the needs of the whole child in the setting where they spend most of their time – their local school. Staff, family, and community engagement, training, and support will also be incorporated within this model as part of the PHSs work, thus complementing and enhancing existing systems.

As a mostly Tier I prevention and intervention, Healthy Schools will focus toward identification, education, and intervention on behalf of the whole child to support healthy school environments for optimal learning, personal well-being.

- A. Healthy Schools strategic plan and evaluation plan will be completed by end of September, 2021. The Evaluation Plan will include agreed upon baseline and outcome data to drive continued and sustained program evaluation work. Both Parties agree to an evaluation plan that includes process and outcome objectives, measured annually, which ultimately demonstrate behavior change as a result of the intervention. Process objectives describe the activities/ services/ strategies that will be delivered as part of implementing the program. Process objectives, by their nature, are usually short-term and represent counts of something being done. Outcome objectives specify the intended effect of the program in the target population or end result of a program. The outcome objective focuses on what the target population(s) will know or will be able to do as a result of the program/activity. BLS will take necessary steps to support student data collection in agreement with the agreed upon Evaluation Plan. Whenever possible, existing tools and surveys such as the Oregon Student Healthy Survey will be utilized when available.
- B. Both Parties agree and will cause applicable staff/representatives to agree, to treat confidential information in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA") and the Federal Education Privacy Rights Act ("FERPA"), as appropriate.
- C. Personnel. PHSs will work directly with administrators, counselors, staff, parents and students in order to improve adolescent health, access to learning, reduce risk-taking behaviors, and improve school culture at a level that will produce cost savings and reduce social and financial burden to our community. Issues to be addressed may include adolescent suicide ideation, vaping, bullying, social media risks, tobacco and alcohol use, pregnancy, sexually transmitted infections and immunizations as well as other emerging risks and infectious diseases that may keep students away or disconnected with school, which increases the likelihood of negative consequences in adulthood. County and BLS designed the Healthy Schools concept together, acknowledging the needs of students and families, as well as each agency's strengths.

The full model of PHSs in BLS provides for seven (7) staff, six (6) 0.8 FTE (working the school year) PHSs and one (1) 1.0 FTE County Health Services Supervisor. Each PHSs will serve one (1) school vertical alignment (i.e., a high

school and the schools that high school serves). The model will be phased in such that beginning in Fiscal Year 2022 (Fiscal Year is July through June) only three (3) of the seven (7) staff will be hired. Fiscal Year 2022 staff will have a critical role for starting up and operationalizing the model in collaboration with BLS. In Fiscal Year 2023, two (2) additional staff will be hired to address two (2) additional school vertical alignments. In Fiscal Year 2024, the remaining two (2) staff will be hired to address the two (2) remaining school vertical alignments. Vertical alignment is defined by a High School, and its associated middle and elementary schools.

- D. Services shall be provided without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

4. SCHOOL (BLS) RESPONSIBILITIES:

- A. School shall designate a Point of Contact (POC) to provide ongoing communication and coordination with County designated staff.
- B. School shall accommodate County at applicable BLS locations to allow County to provide services. "Accommodations" may include but not be limited to: a private room where County may consult with individual seeking services within BLS usual and customary business hours.
- C. BLS shall provide the following:
 - Sustainable matching funding
 - ❖ Year 1 – \$161,601
 - ❖ Year 2 – \$259,967
 - ❖ Year 3 – \$385,430
 - Office space for Public Health Specialist staff at schools
 - Access to buildings, during working hours, including Non-staff district ID badge
 - Ability for Healthy Schools staff to conduct program evaluation, including data-collection tools agreed upon by district and County partners, and to access-level data related to the data collection, which includes but is not limited to student, staff and parent surveying
 - A BLS non-staff e-mail account
 - Inclusion on school site specific email distribution lists for schools served
 - A point of contact at each school
 - Members for Healthy Schools Steering and Operation Committee
 - Identification as a School Affiliated Partner (KJA-AR) for the purpose of materials generated in support of the programs goals.
 - Regular joint communication with internal and external entities

5. COUNTY RESPONSIBILITIES:

- A. County shall designate a Point of Contact (POC) to provide ongoing communication and coordination with BLS designated representative.
- B. Program services are voluntary and may be requested or declined (as applicable) by the individual seeking services and/or residing at School location.
- C. County shall provide the following:
 - Sustainable staffing and matching funding
 - Year 1 - 2.6 FTE Healthy Schools Public Health Specialist and Health Services Supervisor staff; \$161,601
 - Year 2 - An additional 1.6 FTE staff (4.2 total); \$259,967
 - Year 3 - An additional 1.6 FTE staff (5.8 total); \$385,430
 - Program staff supervision and evaluation
 - Computers, cell phones and other equipment for Healthy Schools staff
 - Office drop-in space at County buildings

- Primary point of contact
- Members for Healthy Schools Steering and Operation Committee
- Fiscal management of the program
- Comprehensive program evaluation
- Data tracking and program analysis
- Regular joint communication with internal and external entities

6. COMPENSATION:

The maximum compensation under this Agreement is **\$806,998** (detailed under “School Responsibilities” above). County shall invoice BLS on a monthly or quarterly basis, as agreed upon between the Parties. If this Agreement is to be amended, the amendment shall be agreed to by both Parties and made in writing. The amendment shall be signed by both Parties and fully executed before either Party performs work subject to the amendment.

7. TERMINATION:

Either Party may terminate this Agreement for any reason by providing a thirty (30) day written notice to the other Party.

8. INDEMNITY AND INSURANCE:

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, each Party shall defend, save, hold harmless and indemnify each other, their 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 each other’s or their officers, employees, contractors, or agents under this Agreement. No Party shall be liable to any other Party 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 rightful termination of this Agreement or any part hereof in accordance with its terms.

A. Each Party subject to this Agreement at that Parties’ expense shall obtain and maintain insurance of the types and amounts described herein and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, and CERTIFICATES OF INSURANCE before the Party performs under this Agreement. Insurance shall be in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to COUNTY.

COUNTY shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. If a Party to this Agreement is not in compliance with the insurance requirements, COUNTY may issue a stop work order (or the equivalent) until the insurance is in full force or COUNTY may, at COUNTY’S discretion, immediately terminate the Agreement. **The Insurance and Indemnification requirements as outlined in this Paragraph 8 may be satisfied through the Party’s program of self-insurance, as applicable.**

B. Types and Amounts:

- i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). 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 Employers liability coverage shall not be 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.
- ii. PROFESSIONAL LIABILITY. Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than the following, as determined by COUNTY:

\$1,000,000/\$3,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

BLS COUNTY’S PROGRAM OF SELF-INSURANCE MAY SATISFY THE ABOVE STATED LIMITS

- iii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to COUNTY. This insurance shall include personal injury liability products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by COUNTY:

Bodily Injury, Death and Property Damage:

\$3,000,000/\$5,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

BLS COUNTY NOT APPLICABLE

- iv. AUTOMOBILE LIABILITY. Automobile Liability insurance covering all owned non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability). Automobile Liability Insurance must be in not less than the following amounts as determined by COUNTY:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Applicable to:

BLS COUNTY NOT APPLICABLE

- v. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, BLS**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- vi. "TAIL COVERAGE". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Party shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Agreement or, (2) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the Party elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty (24) month period described above, then Party may request and COUNTY may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If COUNTY approval is granted, Party shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

- vii. Certificates of Insurance. COUNTY shall obtain from applicable Parties as determined above, a certificate(s) of insurance for all required insurance before the Party performs under this Agreement. The certificate(s) or an attached endorsement must specify: (1) all entities and individuals who are endorsed on the policy as Additional Insured and (2) for insurance on "claims made" basis, the extended reporting periods applicable to "tail" or continuous claims made coverage. Applicable Party shall immediately notify COUNTY of any change in insurance coverage.

- viii. County shall not authorize any Party to begin work under the Agreement until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce 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 or terminating the Agreement as permitted by the Agreement provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Party to work under this Agreement when the County is aware that the Party is not in compliance with the insurance requirements.

9. PARTIES ARE INDEPENDENT:

Parties shall provide the services described in this Agreement under "Responsibilities". Each Party shall be deemed an independent contractor(s) for all purposes. Parties shall each be responsible for their own employees and agents, including without limitation supervision, pay, compensation, social security taxes and state and federal taxes.

10. PUBLICITY:

All public statements, whether written or verbal, regarding any services rendered under this Agreement shall be brought before each Party's Program Director, for review and approval

11. NON-ASSIGNABILITY:

No Party may assign its rights or assign or subcontract its obligations hereunder without the express written consent of the other Parties.

12. ACCESS TO RECORDS:

The Parties shall have access to such books, documents, papers and records of each other as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. Release of patient protected health information shall be in accordance with HIPAA, FERPA and any other applicable laws or regulations.

13. FEDERAL REQUIREMENTS:

Each Party agrees to abide by all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action. Without limiting the generality of the foregoing, the Parties agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996 and HIPAA Omnibus Rule of 2013; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659A, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

14. GOVERNING LAW:

The validity, construction, and interpretation of this Agreement, including the rights and duties of the Parties hereto, shall be governed by the laws of the State of Oregon.

15. SEVERABILITY:

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, however, if any provision is deemed to be invalid or unenforceable for any reason, then the Agreement shall be ineffective as to that provision only, and the remainder shall continue in full force and effect.

16. CONFIDENTIALITY:

In connection with the performance of the Services, the Parties may receive from each other or otherwise have access to certain information that is required to be kept confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and FERPA. Each Party shall maintain confidentiality of information obtained pursuant to this Agreement as follows:

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person for any purpose not directly connected with the administration of each Parties' responsibilities under this Agreement except upon written consent of each Party, and if applicable, the employee, client, applicant or person.
- B. Not disclose PHI to any third party without the other Party's prior written consent, except as required by law. Each Party 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 Agreement.
- C. Not use or disclose PHI except as permitted by law.

- D. Implement appropriate safeguards to prevent unauthorized use or disclosure of PHI. Each Party shall ensure that its agents, employees, officers and subcontractors with access to records understand and comply with this confidentiality provision. Each Party shall cooperate with each other in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- E. Comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. Mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- G. Promptly report to the other Party any use or disclosure of PHI not permitted by this Agreement of which it becomes aware.
- H. Make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining Party's compliance with HIPAA.
- I. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to security and privacy of such information.
- J. Make PHI available to the other Party as necessary to satisfy the other Party's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- K. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party's obligations under 45 CFR 164.526.
- L. To the extent that a Party is to carry out one or more obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Party in the performance of such obligation(s).
- M. If a Party (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect a Party's books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Parties deem necessary with respect to such PHI.
- N. If any part of a Party's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
- i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of either Party, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to the other Party any security incident relating to the EPHI that either Party maintains.
- O. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- P. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

17. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Parties agree to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.

- B. For purposes of reporting a HIPAA Breach to the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would have been known to the Party. Parties will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, Party shall provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Parties agree to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, a Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

18. 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: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.

19. NO WAIVER OF CLAIMS:

The failure by either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision or provisions of this Agreement.

20. MODIFICATION:

Any modification of the provisions of this Agreement shall not be effective unless and until the modifications are reduced to writing and signed by each Party.

21. INTEGRATION:

This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral discussions or contracts and all prior written discussions or contracts.

22. SB 675 (2015) REPRESENTATION AND COVENANT.

- A. Each Party represents and warrants that the Party 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. Each Party covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Agreement.
- C. Each Party acknowledges that failure by the applicable Party to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before the Party has executed the Agreement or during the term of the Agreement is and will be deemed a default for which Deschutes County may terminate the Agreement and seek damages and/or other relief available under the terms of the Agreement or under applicable law.

23. 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 to Parties at the address or number set forth below. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

<u>To School District:</u>	<u>To County:</u>
Steve Cook, Superintendent	Nahad Sadr-Azodi, Deputy Director
Bend-La Pine School District	Deschutes County Health Services
520 NW Wall Street	2577 NE Courtney Dr.
Bend, Oregon 97703	Bend, Oregon 97701
Phone No. 541-355-1001	Phone No. 541-317-3178
Fax No. 541-355-1009	Fax No. 541-322-7565
steve.cook@bend.k12.or.us	Nahad.Sadr-Azodi@deschutes.org Cc: grace.evans@deschutes.org

24. REQUIRED FEDERAL TERMS AND CONDITIONS:

COUNTY and BLS shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the agreement for services determined and agreed to by and between the Parties. For the 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.

A. Miscellaneous Federal Provisions

All federal laws, regulations, and executive orders applicable to the Agreement or the delivery of Work. Without limiting the generality of the foregoing, County and BLS expressly agree 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, (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 and HIPAA Omnibus Rule of 2013, (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 federal law governing operation of Community Mental Health Programs, including without limitation, 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 Work in violation of 42 USC 14402.

B. Equal Employment Opportunity

If this Agreement, including amendments, is for more than \$10,000, then all Parties shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

C. Clean Air, Clean Water, EPA Regulations

If this Agreement, including amendments, exceeds \$100,000 then all Parties shall 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 contract, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency. All Parties shall 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.

D. Energy Efficiency

All Parties shall 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).

E. Truth in Lobbying

By signing this Agreement, the Parties certify under penalty of perjury that the following statements are true to the best of the Party’s knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of applicable Party, 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 the United States Congress, or any 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.
- ii. 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 United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Party shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was place 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.
- iv. No part of any federal funds paid to BLS or Deschutes County 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 or legislative body, except in presentation to 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, except in presentation to the executive branch of any state or local government.
- v. No part of any federal funds paid to BLS or Deschutes County 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.
- vi. 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.
- vii. No part of any federal funds paid to BLS or Deschutes County 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

F. Resource and Conservation and Recovery.

BLS and County shall 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 USC 6901 et. Seq.), Section 6002 of that Act (codified at 42 USC 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.

G. Audits. Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to contractors, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to

December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

H. Debarment and Suspension.

COUNTY shall not permit any person or entity to be a party to this Agreement 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. 12,549 and No. 12,689, “Debarment and Suspension”. (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and county’s declared ineligible under statutory authority other than Executive Order No. 12549.

I. Drug-Free Workplace

Each Party shall comply with the following provisions to maintain a drug-free workplace: (i) Each Party certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in the Party’s workplace or while providing services to OHA clients. Each Party’s notice shall specify the actions that will be taken by the Party against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, each Party’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through the implementation of subparagraphs (i) through (vi) above; (viii) Each Party shall comply with subparagraphs (i) through (vii) above; (ix) No Party, nor any employee, officer, or agent of the Party may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, “under the influence” means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable controlled substance, prescription or non-prescription medication that impairs the employee, officer, or agent in the performance of an essential job function or creates a direct threat to clients or to others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the Agreement.

J. Pro-Children Act

Each Party shall comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

K. Medicaid Services

Each Party shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et.seq., including without limitation:

- i. 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 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- ii. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- iii. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.

- iv. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Each Party shall acknowledge the Party’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.
- v. 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 USC § 1396a(a)(68).

L. ADA

Parties shall comply with Title II of the Americans with Disabilities Act (ADA) of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

M. Agency-Based Voter Registration

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

N. Disclosure

- i. Parties shall comply with the provisions of 42 CFR 455.104 which 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 PO 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.
- ii. Parties shall comply with the provisions of 42 CFR 455.434 which 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. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider 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 ten (10) years.
- iii. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
 Office of the Inspector General
 Attn: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Ave, SW
 Cohen Building, Room 5527
 Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the Provider, fiscal agent or managed care entity.

O. 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:

- i. 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.
- ii. 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.
- iii. Agreement Provisions. The 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 Agreement, are, to the extent applicable, obligations of the Party, and the Party shall also include these provisions in its contracts with non-Federal entities.

25. Covid19 Provisions

- A. Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. BLS cannot completely mitigate the transfer of communicable diseases like COVID-19. County understand there is some risk associated with using BLS facilities and assumes said risk. Use of BLS facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. County understand the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. County acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.
- B. Indemnification: In consideration for use of the BLS property, County agree to waive and discharge any and all claims against the BLS and release it from liability for any claim, demand, loss of any nature arising out of County’s alleged failure to follow the CDC, federal, state, or local orders regarding COVID-19. County also agree to release, exonerate, discharge and Hold Harmless the BLS, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, but not including attorney fees, arising out of injuries of any kind to County, or to its property, or losses of any kind which may result from or in connection with the use of the BLS’s facility, unless caused by the negligent actions of the BLS or its employees or agents, or in the case of COVID-19, if caused by the BLS’s failure to follow the CDC, federal, state, or local orders regarding COVID-19. County certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.
- C. Insurance: County understands that the BLS does not carry insurance for communicable diseases including Covid-19 and County is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from County’s activities and use of BLS facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

26. ENTIRE AGREEMENT AND COUNTERPARTS.

This Agreement including any Exhibits and Attachments hereto, sets forth the entire understanding of the Parties, and, unless otherwise provided for herein, may not be modified except in writing signed by all Parties. This Agreement shall be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly appointed officers the first date written below.

DATED this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PHIL CHANG, Vice Chair

PATTI ADAIR, Commissioner

ATTEST:

Recording Secretary

Signature: *Sarah Key*
Email: sarah.key@deschutes.org
Title: Loss Prevention Coordinator
Company: Deschutes County Risk Management

Signature: *Brad Henry*
Brad Henry (Oct 13, 2021 13:27 PDT)
Email: brad.henry@bend.k12.or.us
Title: COO/CFO
Company: Bend / LaPine School District



CERTIFICATE OF LIABILITY INSURANCE

10/27/2021 Item #5.

6/22/2021

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 LaPorte & Associates, Inc. 5515 SE MILWAUKIE AVENUE Portland OR 97202	CONTACT NAME: Renee Cleveland PHONE (A/C. No. Ext): 503-239-4116 E-MAIL ADDRESS: rcleveland@laporte-insurance.com		FAX (A/C. No): 503-231-9021
	INSURER(S) AFFORDING COVERAGE		
INSURED Bend La Pine Public Schools 520 NW Wall Street Bend OR 97701	INSURER A: SAIF Corporation		NAIC # 36196
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1987606214 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	940144	7/1/2021	7/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Deschutes County and its Officers, Agents, Employees and Volunteers for the Board of County Commissioners 1130 NW Harriman Bend OR 97701	CANCELLATION 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
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CERTIFICATE OF COVERAGE

10/27/2021 Item #5.

AGENT Brown & Brown Northwest 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204 www.bbnw.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.
NAMED PARTICIPANT Bend La Pine School District #1 520 NW Wall Street Bend OR 97701	COMPANIES AFFORDING COVERAGE COMPANY A: Property Casualty Coverage for Education COMPANY B: Genesis Insurance Company COMPANY C: Lexington Insurance Company COMPANY D: COMPANY E:

COVERAGES


THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A B	GENERAL LIABILITY	36P60003-13	7/1/2021	7/1/2022	GENERAL AGGREGATE \$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 20,000,000
	✓ PUBLIC OFFICIALS LIABILITY				
	✓ EMPLOYMENT PRACTICES				
	✓ OCCURRENCE				
A B	AUTOMOBILE LIABILITY	36P60003-13	7/1/2021	7/1/2022	GENERAL AGGREGATE \$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE \$ 20,000,000
	✓ HIRED AUTOS				
	✓ NON-OWNED AUTOS				
A C	AUTO PHYSICAL DAMAGE	36P60003-13	7/1/2021	7/1/2022	SCHEDULED AUTOS PER SCHEDULE
	✓ SCHEDULED AUTOS				
	✓ HIRED AUTOS				\$ 50,000
	✓ NON-OWNED AUTOS				
	EXCESS LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	PUBLIC OFFICIALS LIABILITY				
	EMPLOYMENT PRACTICES				
	AUTO LIABILITY				
A C	PROPERTY	36P60003-13	7/1/2021	7/1/2022	Per Scheduled Property
	Business Personal Property				

DESCRIPTION
 Operations of the Named Participant throughout policy term.

 PACE Educators Liability Coverage Document applies. Refer to attached.
 Subject to policy terms, conditions and exclusions.

CERTIFICATE TYPE EVIDENCE OF INSURANCE CERTIFICATE ADDITIONAL PARTICIPANT CERTIFICATE

CERTIFICATE HOLDER Deschutes County, its officers, agents, employees, volunteers 1340 NW Wall Street Bend OR 97701	CANCELLATION SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE CARRIER WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF OF KIND UPON REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">  Ron Cutter </div>
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APPROVAL MEMO

REFERENCE: Contract No. 2021-651

Director/Deputy Director:

I have read this document in its entirety; we can accept/accomplish the Statement of Work. I have reviewed the Document Summary and I approve moving forward. This is my consent for signature.

Sincerely,

Signature: Jessica Jacks
Jessica Jacks (Oct 8, 2021 11:35 PDT)
Email: jessica.jacks@deschutes.org
Title: Supervisor
Company: Deschutes County Health Services

Signature: Tom Kuhn
Tom Kuhn (Oct 11, 2021 08:31 PDT)
Email: thomas.kuhn@deschutes.org
Title: Manager
Company: Deschutes County

Administrative Notice of Execution:

Signature:
Email: grace.evans@deschutes.org
Title:
Company:

Bend La Pine School District - Healthy Schools - 2021-651

Interim Agreement Report









2021-10-14










Created:	2021-10-08
By:	Grace Justice Evans (grace.evans@deschutes.org)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAACCQMRYgGmmzP9x5RTaEzgtu7pTGV7Rpw

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Bend La Pine School District - Healthy Schools - 2021-651" History

-  Document created by Grace Justice Evans (grace.evans@deschutes.org)
 2021-10-08 - 6:05:09 PM GMT- IP address: 71.36.111.147
-  Document emailed to Jessica Jacks (jessica.jacks@deschutes.org) for signature
 2021-10-08 - 6:11:52 PM GMT
-  Email viewed by Jessica Jacks (jessica.jacks@deschutes.org)
 2021-10-08 - 6:34:39 PM GMT- IP address: 205.220.212.140
-  Document e-signed by Jessica Jacks (jessica.jacks@deschutes.org)
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-  Document emailed to nahad sadr-azodi (nahad.sadr-azodi@deschutes.org) for signature
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-  Email viewed by nahad sadr-azodi (nahad.sadr-azodi@deschutes.org)
 2021-10-08 - 7:35:04 PM GMT- IP address: 174.204.195.211
-  Document e-signed by nahad sadr-azodi (nahad.sadr-azodi@deschutes.org)
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-  Document emailed to Tom Kuhn (thomas.kuhn@deschutes.org) for signature
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-  Email viewed by Tom Kuhn (thomas.kuhn@deschutes.org)
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-  Document e-signed by Tom Kuhn (thomas.kuhn@deschutes.org)
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-  Document emailed to Sarah Key (sarah.key@deschutes.org) for signature
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-  Document e-signed by Sarah Key (sarah.key@deschutes.org)
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-  Document emailed to Brad Henry (brad.henry@bend.k12.or.us) for signature
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-  Email viewed by Brad Henry (brad.henry@bend.k12.or.us)
2021-10-13 - 8:20:55 PM GMT- IP address: 198.237.49.192
-  Document e-signed by Brad Henry (brad.henry@bend.k12.or.us)
Signature Date: 2021-10-13 - 8:27:05 PM GMT - Time Source: server- IP address: 198.237.49.192
-  Document emailed to Grace Justice Evans (grace.evans@deschutes.org) for signature
2021-10-13 - 8:27:07 PM GMT



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, October 27, 2021

SUBJECT: Public Hearing to approve the conveyance of County-owned property to the City of Redmond and Consideration of Board Signature for Order No. 2021-053, authorizing the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property located south of SW Salmon Avenue and SW 35th Street and east of SW Salmon Court, Redmond

RECOMMENDED MOTION:

Hold a Public Hearing to approve the conveyance of County-owned property to the City of Redmond and move approval of Order No. 2021-053, authorizing the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property located south of SW Salmon Avenue and SW 35th Street and east of SW Salmon Court, Redmond

BACKGROUND AND POLICY IMPLICATIONS:

In 2007, Deschutes County acquired by Tax Deed a 0.23-acre property through the tax foreclosure process for nonpayment of property taxes. The property known as Map and Tax Lot 151320BC04099 is located south of SW Salmon Avenue and SW 35th Street and east of SW Salmon Court, Redmond. The Real Market Value (RMV) as determined by the Deschutes County Assessor's Office is \$75,000.

The 10,018 square property is encumbered by a 30-foot easement with Central Oregon Irrigation District to support a canal lateral located on the north and east sides of the property as well as a power easement to support an electrical pole guy-wire roughly 20 feet inside the southwest corner of the property.

Stormwater runoff is common in the area causing local property damage, especially during summer thunderstorms. The property currently serves as a natural course of storm water runoff, but is unmanaged. The property is also an attraction for dumping yard debris and other trash.

The City of Redmond is requesting the property to be conveyed to the City for zero consideration. The City has preliminary plans to design an onsite stormwater drainage facility at or below grade to mitigate flooding in the area while also providing an amenity for the public to use the property as open space. It is anticipated the project would be completed in approximately the next 4-years and the City would maintain the property in the meantime.

Oregon Revised Statute (ORS) 271.330 grants political subdivisions express power to relinquish the title to any of the political subdivision's property not needed for public use to any governmental body, providing the property is used for not less than 20 years for a public purpose by the governmental body in the State of Oregon. Additionally, the ORS requires advertisement in a newspaper of general circulation for two successive weeks indicating the intent to transfer the property and setting the time and place of a public hearing; the advertising requirement has been met. After the public hearing is held and objections are heard, the Board of County Commissions may proceed with the transfer. The property is required to be conveyed by deed, subject to a reversionary interest retained by the granting political subdivision in the event that the property is used for a purpose that is inconsistent with the grant. The granting political subdivision may waive the subdivision's right to a reversionary interest at the time the property is conveyed.

BUDGET IMPACTS:

No budget impacts.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

10/27/2021 Item #6.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating Kristie Bollinger, the
Deschutes County Property Manager, as the
Deschutes County Representative for the Purpose
of Signing Documentation for the Sale of
Deschutes County Owned Property located south
of SW Salmon Avenue and SW 35th Street and
east of SW Salmon Court, Redmond, Oregon,
97756 known as Map and Tax Lot
151320BC04099

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ORDER NO. 2021-053

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the conveyance of property located south of SW Salmon Avenue and SW 35th Street and east of SW Salmon Court, Redmond, Oregon 97756 known as Map and Tax Lot 151320BC04099 to the City of Redmond, an Oregon municipal corporation; and

WHEREAS, Deschutes County received an request from the City of Redmond to acquire the property for zero consideration for the purpose of public road right-of-way for the future expansion of NW 32nd Street; now, THEREFORE,

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

Section 1. Kristie Bollinger, the Deschutes County Property Manager, is designated as the Deschutes County representative for the purpose of signing the necessary documents for the conveyance of property located south of SW Salmon Avenue and SW 35th Street and east of SW Salmon Court, Redmond, Oregon, 97756 known as Map and Tax Lot 151320BC04099 to the City of Redmond.

SIGNATURES ON FOLLOWING PAGE

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PHIL CHANG, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner

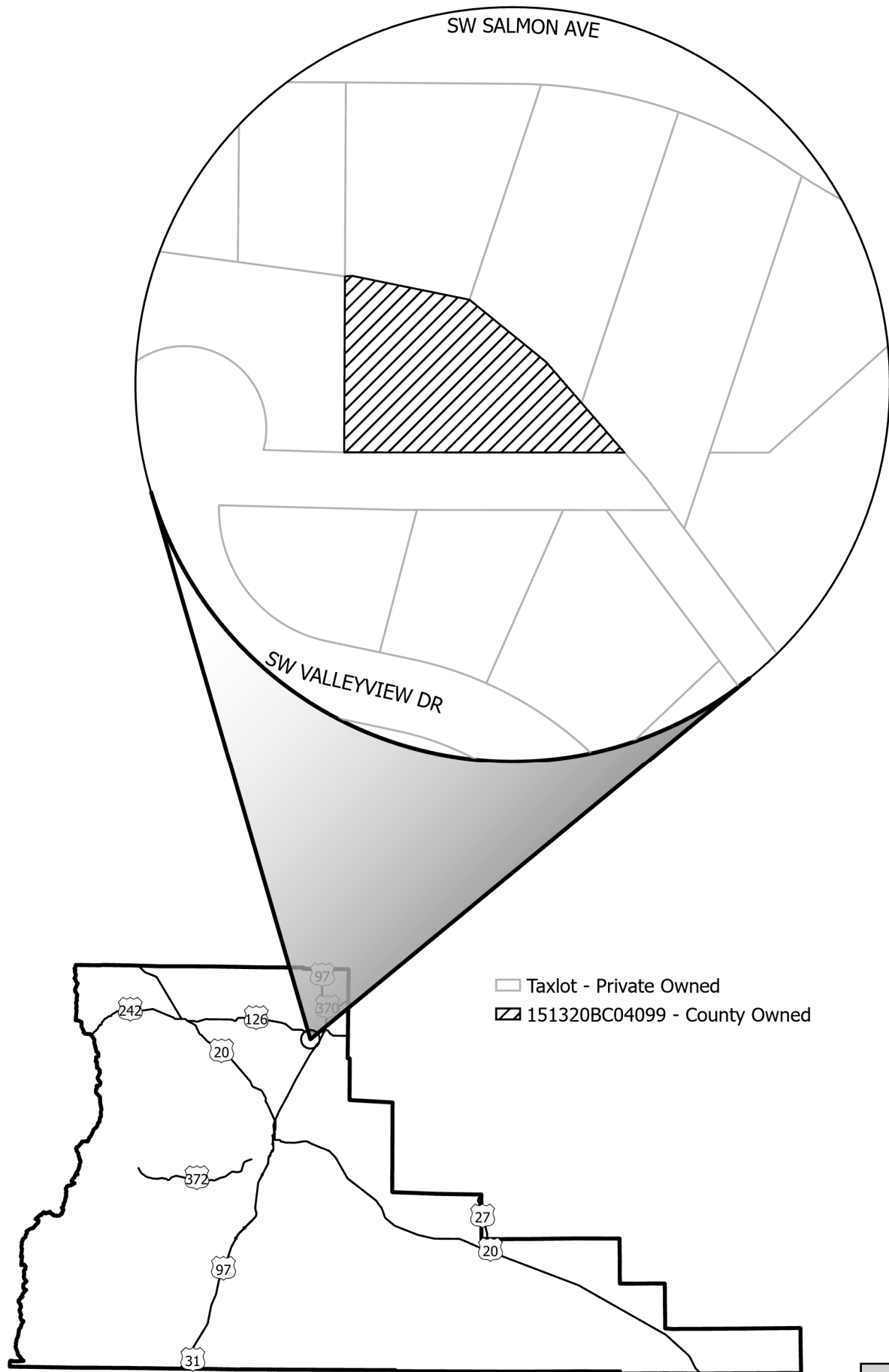


DESCHUTES COUNTY VICINITY MAP

Maptax #151320BC04099
Doc# 2007-42317 - 0.23 Acres

10/27/2021 Item #6.

N





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, October 27, 2021

SUBJECT: Public Hearing to approve the conveyance of County-owned property to the City of Redmond and consideration of Board Signature for Order No. 2021-054, authorizing the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property located at the southeast corner of NW Greenwood Avenue and NW 32nd Street, Redmond

RECOMMENDED MOTION:

Hold a Public Hearing to approve the conveyance of County-owned property to the City of Redmond and move approval of Order No. 2021-054, authorizing the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property located at the southeast corner of NW Greenwood Avenue and NW 32nd Street, Redmond

BACKGROUND AND POLICY IMPLICATIONS:

In 2016, Deschutes County acquired by Tax Deed a 0.03-acre property through the tax foreclosure process for nonpayment of property taxes. The property known as Map and Tax Lot 151308CB00901 is located at the southeast corner of NW Greenwood Avenue and NW 32nd Street, Redmond. The Real Market Value (RMV) as determined by the Deschutes County Assessor's Office is \$2,500.

In 2006, the property was conveyed to Tri-County Investors Limited with the intention of dedicating the property as public road right-of-way for the future expansion of NW 32nd Street; however, the property was not dedicated and has since remained a Tax Lot and later acquired by the County through Tax Deed as described above.

The 1,306 square foot property is zoned R-4 and the minimum lot size for a single-family residence is 5,500 square feet in this zoning district. Based on its small size being less than the city requirements for a lot in Redmond, the City found this property not buildable for residential home purposes.

The City of Redmond is requesting the property be conveyed to the City for zero consideration ultimately for the purpose of expanding NW 32nd Avenue for public road right-of-way as neighboring property is developed. The City will cover advertising costs and recording fees.

Oregon Revised Statute (ORS) 271.330 grants political subdivisions express power to relinquish the title to any of the political subdivision's property not needed for public use to any governmental body, providing the property is used for not less than 20 years for a public purpose by the governmental body in the State of Oregon. Additionally, the ORS requires advertisement in a newspaper of general circulation for two successive weeks indicating the intent to transfer the property and setting the time and place of a public hearing; the advertising requirement has been met. After the public hearing is held and objections are heard, the Board of County Commissions may proceed with the transfer. The property is required to be conveyed by deed, subject to a reversionary interest retained by the granting political subdivision in the event that the property is used for a purpose that is inconsistent with the grant. The granting political subdivision may waive the subdivision's right to a reversionary interest at the time the property is conveyed.

BUDGET IMPACTS:

No budget impacts.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

10/27/2021 Item #7.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating Kristie Bollinger, the Deschutes County Property Manager, as the Deschutes County Representative for the Purpose of Signing Documentation for the Sale of Deschutes County Owned Property located at the southeast corner of NW Greenwood Avenue and NW 32nd Street, Redmond, Oregon, 97756 known as Map and Tax Lot 151308CB00901

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ORDER NO. 2021-054

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the conveyance of property located at the southeast corner of NW Greenwood Avenue and NW 32nd Street, Redmond, Oregon, 97756 known as Map and Tax Lot 151308CB00901 to the City of Redmond, an Oregon municipal corporation; and

WHEREAS, Deschutes County received an request from the City of Redmond to acquire the property for zero consideration for the purpose of public road right-of-way for the future expansion of NW 32nd Street; now, THEREFORE,

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

Section 1. Kristie Bollinger, the Deschutes County Property Manager, is designated as the Deschutes County representative for the purpose of signing the necessary documents for the conveyance of property located at the southeast corner of NW Greenwood Avenue and NW 32nd Street, Redmond, Oregon, 97756 known as Map and Tax Lot 151308CB00901 to the City of Redmond.

SIGNATURES ON FOLLOWING PAGE

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PHIL CHANG, Vice Chair

ATTEST:

Recording Secretary

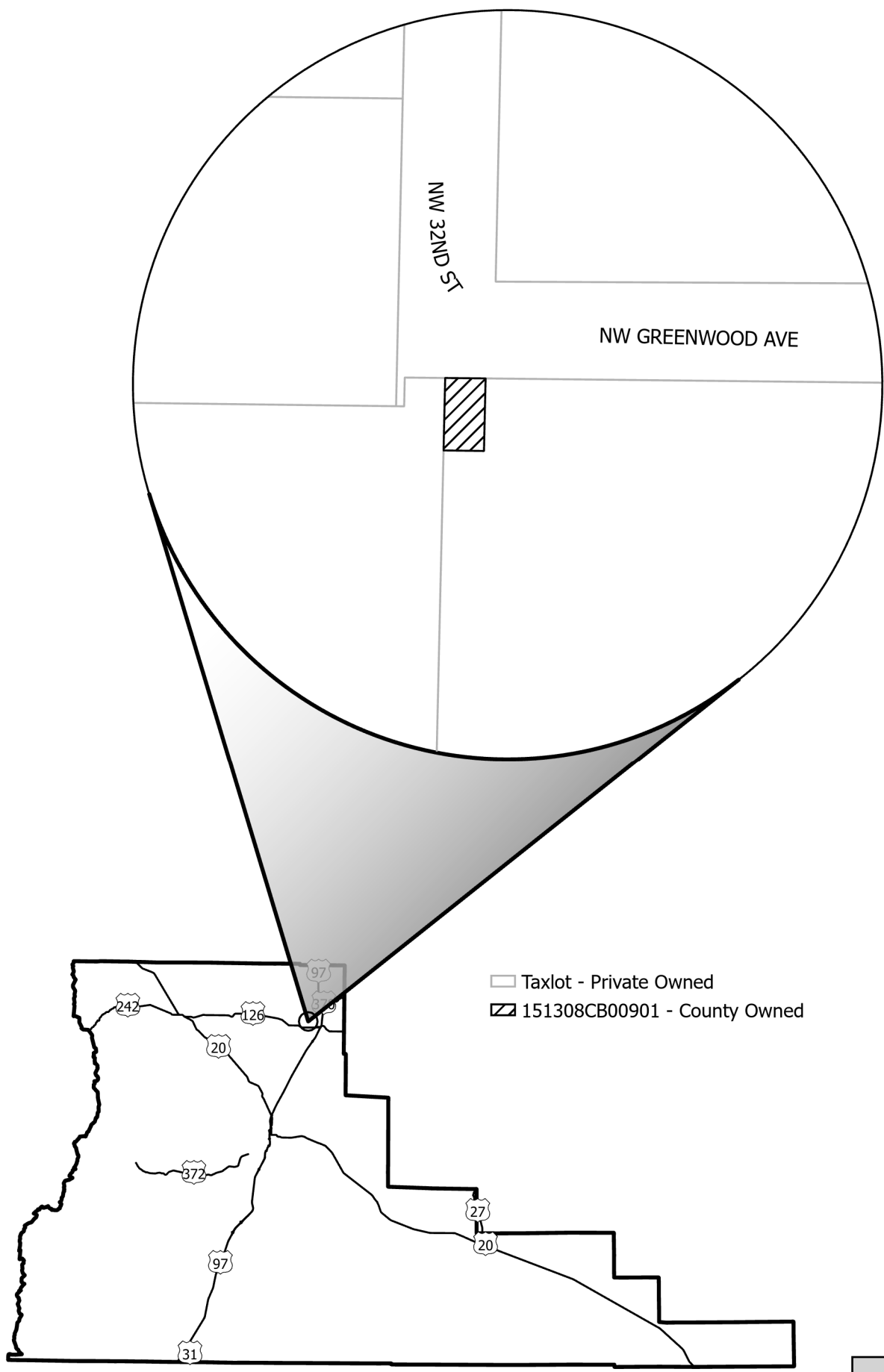
PATTI ADAIR, Commissioner



DESCHUTES COUNTY VICINITY MAP

Maptax #151308CB00901
Doc# 2016-1837 - 0.03 Acres

N
10/27/2021 Item #7.





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 27, 2021

SUBJECT: Board Order 2021-059; decision whether to hear appeal of Hearings Officer's approval of an application on remand from LUBA and Oregon Court of Appeals to establish Phase A-1 of the Thornburgh Destination Resort

RECOMMENDED MOTION:

Move approval of Signature of Board Order 2021-059 (accepting declining appeal).

BACKGROUND AND POLICY IMPLICATIONS:

On October 27, 2021, the Board of County Commissioners (Board) will consider whether to hear appeal 247-21-000937-A of Hearings Officer remand decision 247-21-000731-A. The Hearings Officer decision addresses a limited scope of issues on appeal and approves the first phase of the Thornburgh Destination Resort on remand from the Oregon Land Use Board of Appeals (LUBA 2018-140) and the Oregon Court of Appeals (A171603).

BUDGET IMPACTS:

None.

ATTENDANCE:

Angie Brewer, Senior Planner

Will Groves, Senior Planner

Legal



MEMORANDUM

TO: Board of County Commissioners

FROM: Angie Brewer, Senior Planner

DATE: October 20, 2021 for October 27 Board Session

RE: Board Order 2021-059
Decision whether to hear appeal of Hearings Officer's approval of an application on remand from LUBA and Oregon Court of Appeals to establish Phase A-1 of the Thornburgh Destination Resort

On October 27, 2021, the Board of County Commissioners (Board) will consider whether to hear appeal 247-21-000937-A of Hearings Officer remand decision 247-21-000731-A. The Hearings Officer decision addresses a limited scope of issues on appeal and approves the first phase of the Thornburgh Destination Resort on remand from the Oregon Land Use Board of Appeals (LUBA 2018-140) and the Oregon Court of Appeals (A171603).

Decision 247-21-000731-A clarifies and implements applications 247-18-000386-TP (Tentative Plan (TP) for Phase A-1 of the Thornburgh Destination Resort subdivision), 18-000454-SP (Site Plan Review (SP) for associated utility facilities including a well, well house, pump house, reservoir, and interim subsurface sewage disposal system), and 18-000542-MA (Modification of Application (MA) for the Site Plan Review).

I. BACKGROUND

Deschutes County Planning Division referred the case to the Deschutes County Hearings Officer for a decision based on the remand directives provided by LUBA and the Oregon Court of Appeals. The Hearings Officer remand decision concisely summarizes the case in the following excerpt:

This Hearings Officer's remand decision is the latest in a long line of applications, hearings, decisions, and appeals involving a proposed destination resort ("Thornburgh Resort") in Deschutes County ("County"). The County destination resort approval process involves multiple steps (i.e., DCC 18.113). The first step is an application for Conceptual Master Plan ("CMP") approval. The second step is an

application for Final Master Plan (“FMP”) approval. Additional steps, including applications for tentative plan(s) (“TP”) and site plan(s) (“SP”), are also part of the County destination resort approval process. Applicant, on or about 2006, received approval of its CMP; various appeals followed. Applicant, on or about 2008, received County approval for its FMP. Eventually, following the resolution of multiple appeals, the FMP was upheld/approved. An important part of the FMP is the Fish and Wildlife Mitigation Plan (Thornburgh Resort Fish and Wildlife Mitigation Plan Addendum Relating to Potential Impacts of Ground Water Withdrawals on Fish Habitat – the “FWMP” and hereafter referred to as the “Mitigation Plan”).

On or about May of 2018 Applicant sought TP and SP approval for Thornburgh Resort Phase A-1 (“Phase A-1”). A County land use hearings officer (“TP Hearings Officer”) approved with conditions Applicant’s TP and SP applications for Phase A-1. Gould appealed the TP Hearings Officer’s Phase A-1 decision.

On June 19, 2019 the Oregon Land Use Board of Appeals (“LUBA”) remanded the TP Hearings Officer’s Phase A-1 decision. *Annunziata Gould v. Deschutes County*, LUBA No. 2018-140 (2019) (hereafter referred to as the “LUBA Remand Decision”). Various appeals followed the LUBA Remand Decision which, while important to the parties, are not directly relevant to this Hearing’s Officer remand decision. A hearing was scheduled for August 20, 2021 [August 24, 2021] (“Remand Hearing”) to consider the LUBA Remand Decision. Testimony was received at the Remand Hearing and additional evidence and argument was submitted during an open-record period.

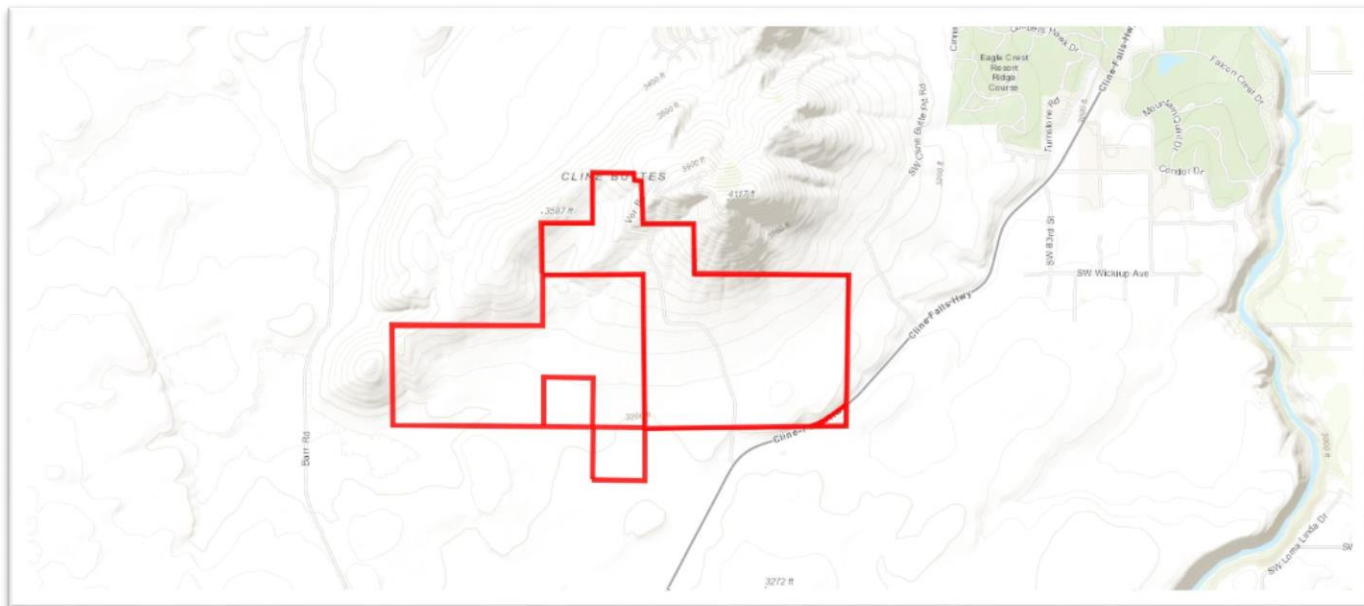
The Hearings Officer also finds the bold highlighted section established the scope (limits) of the current remand process. The Hearings Officer finds that LUBA directed the Hearings Officer, in this case, to do the following:

LUBA Remand Directive #1: DETERMINE IF, WITHOUT CONDITION 17, APPLICANT’S PHASE A-1 PLAN SATISFIES THE NO NET LOSS/DEGRADATION STANDARD; and

LUBA Remand Directive #2: WHETHER A CHANGE IN THE “SOURCE” OF MITIGATION WATER [IF PROPOSED] FOR PHASE A-1 CONSTITUTES A Substantial Change to the FMP Approval.

////

Figure 1: Subject Property



II. HEARINGS OFFICER DECISION

As noted above, LUBA directives limit the Hearings Officer Remand Decision to the following:

- Determine if, without condition 17, applicant’s Phase A-1 Plan satisfies the no net loss/degradation standard; and
- Whether a change in the “source” of mitigation water [if proposed] for Phase A-1 constitutes a substantial change to the FMP approval.

A public hearing was held August 24, 2021; additional argument and evidence was provided during the open record period. Public comment received during this time largely focused on the availability of water and the impacts of the proposed use on area residents and farmers that rely on existing wells and water rights. The Hearings Officer addressed the comments received but notes the remand decision addresses water only as directed by the LUBA and Court of Appeals remand, thus limiting the decision to water requirements of the previously approved Wildlife Mitigation Plan.

The Hearings Officer remand decision concludes the following:

The Hearings Officer, based upon the evidence in the record, determined that Applicant’s proposed use of BFR water rights to satisfy Mitigation Plan mitigation water obligations for Phase A-1 did not constitute a change of “source” of the mitigation water. The Hearings Officer also found that since there was no change of “source” of mitigation water for Phase A-1 then Applicant’s Phase A-1 proposal did not constitute a change to the FMP or Mitigation Plan. The Hearings Officer found that

the no net loss/degradation standard was satisfied for Phase A-1 by Applicant’s use of BFR water rights.

The Hearings Officer finds that Condition 17 of the Hearings Officer’s Decision in Deschutes County File Numbers Deschutes County File Numbers 247-18-000386-TP / 454-SP / 592-MA is not valid and must be removed/deleted. The Hearings Officer finds that, without Condition 17, the Hearings Officer’s Decision in Deschutes County File Numbers Deschutes County File Numbers 247-18-000386-TP / 454-SP / 592-MA should be affirmed.

DECISION

1. The Hearings Officer’s Decision for Deschutes County File Numbers 247-18-000386-TP / 454-SP / 592-MA is affirmed excepting that Condition 17 is deleted/removed; and
2. The Mitigation Plan mitigation water source, as proposed by Applicant in Deschutes County File Numbers 247-18-000386-TP / 454-SP / 592-MA, is in conformance with the Thornburgh Resort Final Wildlife Mitigation Plan (FWMP); and
3. The no net loss/degradation standard is met/satisfied, if Condition 17 is removed/deleted, by Applicant’s Phase A-1 application and the Hearings Officer’s Decision for Deschutes County File Numbers Deschutes County File Numbers 247-18-000386-TP / 454-SP / 592-MA.

III. APPEAL

The appellant, Annunziata Gould provide the following statement of reasons for the appeal:

- The hearings officer erred in denying appellant's September 13, 2021 request to reopen the record for the limited purpose of rebuttal, and September 20, 2021 request to respond to a submittal by the applicant's counsel. Under ORS 197 .763(6) and (7), appellant was entitled to place the requested rebuttal and response in the record.

The appellant requests the Board hear this matter to review and reverse the Hearings Officer remand decision. The appellant requests a de novo hearing before the Board.

IV. BOARD OPTIONS

There are two versions of Order No. 2021-059 attached to this memo, one to hear the appeal and one to decline to hear the appeal. In determining whether to hear an appeal, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notice of appeal; and
3. Recommendation of staff¹

In addition, if the Board decides to hear the appeal, it may consider providing time limits for public testimony.

Reasons not to hear:

- The Hearings Officer’s decision is reasoned, well written, and could be supported, as the record exists today on appeal to LUBA.
- Statutory remand timelines require a final local decision by November 27, leaving very little time for the Board to sufficiently hear, deliberate, and decide upon the matter.
- The applicant agrees with the Hearings Officer’s decision and thus requests that the Board not hear the appeal.

Reasons to hear:

- The Board may want to take testimony and make interpretations relating to the Hearings Officer’s decision. The Board may also want to reinforce or refute some or all of the decision findings/interpretations prior to Land Use Board of Appeals (LUBA) review.
- The appellant recommends the Board hear this matter.

If the Board chooses to hear this matter, the appellant requests the hearing be heard de novo. The applicant has not stated whether they would like the hearing before the Board be heard de novo, limited de novo, or on the record. Under DCC 22.32.027(B)(3) the Board may choose to hear a matter de novo at their sole discretion.

If the Board decides that the Hearings Officer’s remand decision shall be the final decision of the county, then the Board shall not hear the appeal and the party appealing may continue the appeal as provided by law. The decision on the land use applications becomes final upon the mailing of the Board’s decision to decline review.

V. STAFF RECOMMENDATION

Staff recommends the Board not hear this appeal because staff believes that the appellants were able to present all relevant evidence at the hearing before the Hearings Officer. Staff agrees with the Hearings Officer’s analysis and decision. Staff also notes that there is not adequate time in the 120-day remand review clock.

¹ Deschutes County Code (DCC) 22.32.035(B) and (D)

VI. 150-DAY LAND USE CLOCK

The 120th day on which the County must take final action on these applications is November 27, 2021.

VII. RECORD

The record for appeal File 247-21-000937-A (247-21-000731-A) is as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-21-000937-deschutes-county-board-commissioners-decision-whether-hear-appeal>

Attachments:

Document	Item No.
2021-10-20 DRAFT Board Order 2021-059 Accept to Hear	1
2021-10-20 DRAFT Board Order 2021-059 Decline to Hear	2

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings *
Officer’s Decision in File Nos. 247-21-937-A. * ORDER NO. 2021-059

WHEREAS on June 21, 2019, the Oregon Land Use Board of Appeals (LUBA) issued 2018-140 remanding the review of Deschutes County’s decision to approve 247-18-000386-TP, 000454-SP, and 000542-MA; and

WHEREAS on June 11, 2021, the Oregon Court of Appeals issued Appellate Judgement and Supplemental Judgement A171603, which Affirmed Without Opinion LUBA 2018-140 remand; and

Whereas on July 30, 2021, Central Land and Cattle Co., LLC initiated 247-21-000731-A, by request to review LUBA’s remand of 247-18-000386-TP, 18-000454-SP, 18-000542-MA on Remand from LUBA; and

WHEREAS, on August 24, 2021, a public hearing was held at 6:00pm in the Barnes and Sawyer Meeting Room and by Zoom for the Deschutes County Hearings Officer review of 247-21-000731-A; and

WHEREAS, on October 4, 2021, the Deschutes County Hearings Officer approved Application No. 247-21-000731-A, 18-386-TP, 18-454-SP, 18-542-MA, LUBA No. 2018-140, Court of Appeals A171603; and

WHEREAS, on October 15, 2021, Annuziata Gould, the Appellant, appealed (File No. 247-21-000937-A) the Deschutes County Hearings Officer’s Decision on File 247-21-000731-A; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officers’ decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now, therefore,

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

Section 1. That it will not hear on appeal application 247-21-000937-A pursuant to 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.32.015, the County shall refund any portion of the appeal fee not yet spent processing the subject application. If the matter is further appealed to the Land Use Board of Appeals and the County is required to prepare a transcript of the hearing before the Hearings Officer, the refund shall be further reduced by an amount equal to the cost incurred by the County to prepare such a transcript.

Section 5. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearing body for file nos. 247-18-000386-TP, 18-000454-SP, 18-000542-MA (appeal file no. 247-21-000731-A) as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-000937-deschutes-county-board-commissioners-decision-whether-hear-appeal>

DATED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS

ANTHONY DeBONE, Chair

PHIL CHANG, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner

Section 1. That it will hear on appeal application 247-21-000937-A pursuant to of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearing body for file nos. 247-18-000386-TP, 18-000454-SP, 18-000542-MA (appeal file no. 247-21-000731-A) as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-000937-deschutes-county-board-commissioners-decision-whether-hear-appeal>

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board's official repository for the record in this matter.

DATED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS

ANTHONY DeBONE, Chair

ATTEST:

PHIL CHANG, Vice Chair

Recording Secretary

PATTI ADAIR, Commissioner



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 10/27/2021

SUBJECT: SB 391 / Rural ADUs

BACKGROUND AND POLICY IMPLICATIONS:

The purpose of this work session is to:

- a) Present to the Board of County Commissioners a preliminary draft of code language pertaining to SB 391, Rural Accessory Dwelling Units;
- b) Discuss the anticipated adoption timeline;
- c) Discuss the opportunities and challenges with respect to adopting state statute into local code, including legal vulnerabilities; and
- d) Obtain Board feedback on staff's suggested approach to a potential public process.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner
Peter Gutowsky, CDD Director



MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, AICP, Senior Planner
Peter Gutowsky, AICP, Director

DATE: October 21, 2021

SUBJECT: Senate Bill 391 / Rural Accessory Dwelling Units

The purpose of this work session is to:

- a) Present to the Board of County Commissioners (Board) a preliminary draft of code language pertaining to SB 391, Rural Accessory Dwelling Units;
- b) Discuss the anticipated adoption timeline;
- c) Discuss the opportunities and challenges with respect to adopting state statute into local code, including legal vulnerabilities; and
- d) Obtain Board feedback on staff’s suggested approach to a potential public process.

As noted in previous meetings, although implementation of rural ADU legislation ultimately cannot take place until after the adoption of statewide wildfire hazard maps in June 2022, there are numerous other provisions of the law that must be addressed at the County level, each with varying degrees of complexity.

A. Draft Rural ADU Code Language

On September 29, 2021, staff presented to the Board the first set of criteria from SB 391 to interpret locally.¹ Now, staff has used that discussion to formulate a rough draft of Deschutes County Code (DCC) language, which is helpful in order to view the interrelated components of the various criteria.

Attachment A provides draft DCC based on the required provisions of SB 391 and direction received in previous meetings with the Board. In this draft, options for decisions or interpretations are highlighted. These include:

- 18.116.370(C)(5) Distance from existing dwelling
- 18.116.370(C)(6) Definition of useable floor area
- 18.116.370(C)(7) Minimum acreage

¹

<https://meetings.municode.com/adaHtmlDocument/index?cc=DESCHUTES&me=393ad9ebb3bd4b34b349f968cf79bd49&ip=True>

- 18.116.370(C)(8) Wildlife Area Combining Zone

The following subsections pertain to wildfire-related provisions that will be addressed at the state level. While some local decision-making may be necessary at a later date, the County must first wait for the state-level actions to be finalized.

- 18.116.370(C)(13) Statewide wildfire risk maps and Oregon residential specialty code
- 18.116.370(C)(14) State Board of Forestry standards for properties located in the wildland urban interface
- 18.116.370(C)(15) Defensible space and fuel break standards for properties not located in the wildland urban interface

Lastly, one provision will require additional coordination between staff and rural fire protection districts, the County Forester, and potentially the Sheriff's Office to determine what constitutes "adequate access for firefighting equipment, safe evacuation and staged evacuation areas." Staff anticipates addressing these criteria may take several coordination meetings with relevant agencies and partners:

- 18.116.370(C)(12) Adequate access for firefighting equipment, safe evacuation and staged evacuation areas

B. Timeline

As noted previously, staff's goal is to address the elements of the legislation that can be addressed locally, while the state is simultaneously addressing the wildfire-related provisions in SB 391—most significantly, the adoption of statewide wildfire risk maps, for which the deadline is June 30, 2022.² Staff's goal is to be able to formally initiate the legislative amendment process as soon after the completion of state-level tasks as possible, acknowledging that it is currently unclear exactly what the completion of those state-level tasks will look like—for instance, there may be further coordination required depending on the definition of the wildland urban interface (WUI), since SB 391 has separate criteria for those within and outside of the WUI.

The proposed timeline below seeks to maximize the available time between now and the adoption of the state wildfire maps, after which point the formal legislative process may be initiated. The timeline offers two options with respect to public hearings: the Board can choose to have the Planning Commission conduct the first evidentiary hearing and then proceed to a Board hearing, or the Board can conduct the first evidentiary hearing following a Planning Commission review of the amendments.

Proposed Timeline

November - December 2021	Staff coordination with rural fire protection districts, emergency services, County Forester
December - January 2021	Staff finalizes first draft of code, which includes options for certain provisions

² Senate Bill 762 is a comprehensive wildfire law that addresses the specific requirements of the wildfire hazard maps, as well as other wildfire-related components that are intertwined with SB 391.

Winter 2022	Public outreach: Planning Commission-facilitated outreach with public and stakeholders		
Spring 2022	Staff coordination with Board following up on outreach, performing additional changes to code based on outreach, vetting code language with other CDD divisions		
June 30, 2022	Wildfire Hazard Maps finalized by state		
July 2022	Staff finalizes text amendments based on state wildfire maps and related criteria NOTE: The above estimate assumes that documents coming out of state wildfire processes will be relatively straightforward; it is possible staff may need more time to interpret/coordinate based on wildfire outcomes		
July 2022	Staff initiates 35-day notice to DLCD of first evidentiary hearing		
Track 1		Track 2	
Late July 2022	Work session with Planning Commission	Late July 2022	Review with Planning Commission
August 2022	First evidentiary hearing with Planning Commission	August 2022	Work session with BOCC
September 2022	Work session with BOCC	August or September 2022	BOCC public hearing
Late September 2022	BOCC public hearing		

C. Challenges of translating of state law into local code

The process of turning state law into clear and objective code language can be difficult, depending on the level of clarity provided in the original law. In the case of SB 391, many components are undefined and ambiguous, which can make for a challenging “translation” process. Those imperfections in the law can result in a wide range of local interpretations, and because of this may have the potential for legal vulnerability.

To minimize that risk, the Board may choose to consider adopting the most conservative interpretations of various criteria. For example, for the interpretation of the ADU being “no farther than 100 feet” from the primary dwelling, the least ambiguous interpretation would be to require the ADU to be completely within 100 feet.

D. Public Process

Staff looks to the Board for feedback on a potential public process in early 2022. Staff’s suggested approach moving forward recognizes that several of the outstanding interpretations or decisions in the law noted above may benefit from input from the Planning Commission, stakeholders, and the public. To that end, staff’s goal is to first complete the initial draft by conducting the necessary coordination to create draft language for 18.116.370(C)(12), Firefighting Access and Evacuation Areas. Staff would then

take this draft—which includes the provisions with several options as listed above—through an initial public process to receive input on the draft language and options. This process would be facilitated by the Planning Commission, and the public and local stakeholders would be invited to participate.

While ultimately there will still be a formal public hearing as part of the legislative amendment process in 2022, making the public aware of the criteria in the law and receiving input early on will help staff and the Board ensure a robust public process for what will ultimately be a significant land use change for the County.

After the public outreach is complete, staff will reconvene with the Board to provide a summary of the input received, likely in early 2022, and will work to refine the amendments based on that input and on Board direction. This will allow for ample time to conduct further research and/or coordination as necessary prior to the state-level wildfire criteria being met.

E. Next Steps

Staff seeks Board input on the above timeline and proposed outreach strategy. With the Board’s permission, staff will initiate coordination concerning the “adequate access” provisions of SB 391 and then craft associated code language, culminating in the first draft for release. Staff will then work with the Planning Commission to initiate public outreach. Alternatively, staff can proceed with a different approach, if suggested by the Board.

Attachments

Draft DCC 18.116.370

Bold type: options for BOCC consideration

Yellow highlight: wildfire-related, to be addressed later, may also require subsequent Board direction

CHAPTER 18.116 SUPPLEMENTARY PROVISIONS

18.116.370 Rural Accessory Dwelling Units

* * *

18.116.370 Rural Accessory Dwelling Units

- A. The purpose of DCC 18.116.070 is to, consistent with provisions of state law, provide for the allowance of accessory dwelling units in rural residential areas.
- B. Definitions. As used in this section:
1. "Accessory dwelling unit" means a residential structure that is used in connection with or that is auxiliary to an existing single-family dwelling or manufactured home.
 2. "Rural residential use" means a lot or parcel located in the RR-10, MUA-10, UAR-10, or SR 2 ½ zones, consistent with the definition in ORS 215.501.
 3. "Single-family dwelling" or "manufactured home" means a residential structure designed as a residence for one family and sharing no common wall with another residence of any type.
 4. "Vacation occupancy" means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:
 - a. The occupant rents the unit for vacation purposes only, not as a principal residence;
 - b. The occupant has a principal residence other than at the unit; and
 - c. The period of authorized occupancy does not exceed 45 days.
- C. One accessory dwelling unit is permitted outright on a lot or parcel zoned for rural residential use, provided:
1. One single-family dwelling is sited on the lot or parcel;
 2. The lot or parcel is not located within the Redmond Urban Reserve Area, consistent with ORS 195.137;
 3. No portion of the lot or parcel is within the Metolius Area of Critical State Concern, as defined in ORS 197.416;
 4. The accessory dwelling unit will have a minimum setback of 100 feet between the accessory dwelling unit and adjacent land zoned F-1, F-2, or EFU and meet the other minimum setback requirements of the underlying zone and combining zones;

Distance from Existing Dwelling

5. The accessory dwelling unit will be located no farther than 100 feet from the existing single-family dwelling;

OPTION 1: The entirety of the useable floor area of the accessory dwelling unit will be located no farther than 100 feet from the existing single family dwelling;

OPTION 2: The accessory dwelling unit will be located no farther than 100 feet from the existing single family dwelling, measured by the nearest part of the useable square feet of the accessory dwelling unit;

Useable Floor Area

6. The accessory dwelling unit will not include more than 900 square feet of useable floor area, where “useable floor area” means

OPTION 1: The area included within the surrounding insulated exterior walls;

OPTION 2: The area included within the surrounding insulated exterior walls, exclusive of garages, carports, decks and porch covers.

Minimum Acreage

7. The lot or parcel is at least two acres in size; with the exception of those unsewered areas between Sunriver and the Klamath County border; defined as those unincorporated portions of Deschutes County contained in Townships 19S, 20S, 21S, and 22S and Ranges 9E, 10E and 11E:

OPTION 1: the minimum lot or parcel size must be at least five acres in size

OPTION 2: the minimum lot or parcel size must be at least ten acres in size

Wildlife Areas

8. **OPTION 1: The lot or parcel is not located within a Wildlife Area Combining Zone.**

OPTION 2: A garage located in a Wildlife Area Combining Zone may be constructed to support the accessory dwelling unit, provided the garage is no larger than xxx square feet and complies with applicable siting standards in this section and the setbacks of the underlying zones and other combining zones. The garage may be either attached or detached to the accessory dwelling unit and does not count towards the useable square footage standards set forth in 18.116.370(C)(6).

9. The accessory dwelling unit receives approval from a sewer authority or Deschutes County Environmental Soils for onsite wastewater disposal and treatment;

10. The lot or parcel is served by one of the structural fire agencies serving Deschutes County: Alfalfa Rural Fire Protection District; Bend Fire and Rescue; Black Butte Ranch Rural Fire Protection District; Cloverdale Rural Fire Protection District; Crooked River Ranch Rural Fire Protection District; Deschutes Rural Fire Protection District #2; La Pine Rural Fire Protection District; Redmond Fire & Rescue; Sisters-Camp Sherman RFPD; Sunriver Fire and Rescue;

11. The existing single-family dwelling property on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600;

12. The accessory dwelling unit has adequate access for firefighting equipment, safe evacuation and staged evacuation areas;

13. Statewide wildfire risk maps have been approved and the accessory dwelling unit complies with the Oregon residential specialty code relating to wildfire hazard mitigation for the mapped area;

14. The lot or parcel and accessory dwelling unit comply with rules of the State Board of Forestry under ORS 477.015 to 477.061; and

15. If the accessory dwelling unit is not subject to ORS 477.015 to 477.061, the accessory dwelling unit has defensible space and fuel break standards as developed in consultation with local fire protection service providers.

D. The applicant shall sign and record with the County Clerk a restrictive covenant stating an accessory dwelling unit allowed under this section to be used for vacation occupancy, as defined in DCC

18.116.370(B) and consistent with ORS 90.100.

- E. An accessory dwelling unit under this section is not authorized for :
1. A subdivision, partition, or other division of the lot or parcel so that the existing single-family dwelling is situated on a different lot or parcel than the accessory dwelling unit.
 2. Construction of an additional accessory dwelling unit including a medical hardship dwelling on the same lot or parcel.
- F. If the accessory dwelling unit is served by a well, the construction of the accessory dwelling unit shall maintain all setbacks from the well required by the Water Resources Commission or Water Resources Department.
- G. An existing single-family dwelling and an accessory dwelling unit allowed under this section are considered a single unit for the purposes of calculating exemptions under ORS 537.545(1).

HISTORY

Adopted by Ord. 2022-xxx §x on xx/xx/2022