



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, DECEMBER 01, 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 Citizen Input 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, emails for citizen input must be received by 12:00 noon on Tuesday.*

CONSENT AGENDA

- [1.](#) Consideration of Document Number 2021-902, a Revocable License between Deschutes County Health Services and Mosaic Medical, a nonprofit organization, to provide space to operate a Primary Medical Care Clinic, as agreed upon through a Memorandum of Understanding, located at the North County Services Building at 406 W. Antler Avenue, Redmond.
- [2.](#) Consideration of Board Signature for Order No. 2021-062, authorizing the Deschutes County Property Manager to execute the documents associated with accepting the donation of a 0.70-acre property
- [3.](#) Consideration of Board Signature for Order No. 2021-063, authorizing the Deschutes County Property Manager to execute the documents associated with accepting the donation of a 0.11-acre property
4. Approval of Minutes of the November 1 2021 BOCC Meeting
5. Approval of Minutes of the November 3 2021 BOCC Meeting
6. Approval of Minutes of the November 8 2021 BOCC Meeting
7. Approval of Minutes of the November 10 2021 BOCC Meeting
8. Approval of Minutes of the November 15 2021 BOCC Meeting
9. Approval of Minutes of the November 22 2021 BOCC Meeting

ACTION ITEMS

- [10.](#) **9:05 AM PUBLIC HEARING:** and Consideration of Order 2021-061 Approving Annexation to Rural Fire District #2
- [11.](#) **9:10 AM** Consideration of Chair signature of Document No. 2021-908, Intergovernmental Agreement with the Oregon Health Authority
- [12.](#) **9:15 AM** Oregon Living With Fire (OLWF) update

13. **9:45 AM** Break
14. **10:00 AM** COVID19 Update
15. **10:30 AM** American Rescue Plan Funding Update

LUNCH RECESS

16. **1:00 PM** Consideration of Board Signature of Document No. 2021-732, Amendment to Services Contract 2011-648 with Republic Services of Oregon for operational assistance at Negus Transfer Station
17. **1:15 PM** CORE3 Project Update (formerly the Regional Emergency Services and Training Coordination Center (RESTCC))
18. **1:45 PM** Consideration of Acceptance of DEQ grant for Community Response Plan for smoke
19. **2:00 PM** Legislative Session Planning

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



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: Wednesday, December 1, 2021

SUBJECT: Consideration of Document Number 2021-902, a Revocable License between Deschutes County Health Services and Mosaic Medical, a nonprofit organization, to provide space to operate a Primary Medical Care Clinic, as agreed upon through a Memorandum of Understanding, located at the North County Services Building at 406 W. Antler Avenue, Redmond.

RECOMMENDED MOTION:

Move approval of Document Number 2021-902, a Revocable License.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a 6,524 square foot building located at 406 W Antler, Redmond, known as the North County Services Building or the "Antler Building" (Antler). Deschutes County Health Services (DCHS) and Mosaic Medical (Mosaic) have negotiated a Memorandum of Understanding (MOU), to operate a Primary Medical Care Clinic at Antler. Under the Revocable License, Mosaic will occupy and utilize +/- 134 square feet known as Room 106 for virtual/provider documentation room, and +/- 96 square feet known as Room 108 as an exam room.

The clinic will be open to the public, but will primarily serve many of the same Deschutes County Behavioral Health clients who are seen by staff at the Antler location. The co-location of Mosaic's Primary Care services in the same location enables integration of services for Behavioral Health, as well as Public Health clients. The degree to which service providers from each organization can readily collaborate on treatment plans for clients, refer clients for needed services in a timely way, and provide ongoing communication regarding client progress is significantly improved through co-location.

Due to this benefit to DCHS clients, the space will be provided to Mosaic for zero consideration. However, Mosaic will pay a proportionate share of utility costs.

Under the terms of the License Agreement and accompanying MOU, Mosaic will be solely responsible for all materials, supplies and expenses necessary for their operation of the clinic. The basis and term of the License Agreement is dependent on the existence of the MOU between DCHS and Mosaic.

The term of the Revocable License begins December 15, 2021 and will expire June 30, 2027, and includes an option to extend.

BUDGET IMPACTS:

Mosaic Medical will pay \$29.90/month for its proportionate share of utilities for a total \$179 for this fiscal year of the License.

ATTENDANCE:

Kristie Bollinger, Deschutes County Property Manager

Barrett Flesh, LPC, ACS, Manager –Outpatient Complex Care Services, Deschutes County Behavioral Health –virtual Barrett.Flesh@deschutes.org

DESCHUTES COUNTY DOCUMENT SUMMARY

12/01/2021 Item #1.

(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: November 4, 2021 **Department:** Administrative; Property Management

Licensee Name: Mosaic Medical
Licensee Contact: Steve Strang, CFO **Licensee Telephone #:** 541-408-9491

Type of Document: Revocable License

Goods and/or Services: Primary Medical Care Clinic

Background & History:

Deschutes County owns a 6,524 square foot building located at 406 W Antler, Redmond, known as the North County Services Building or the "Antler Building" (Antler). Deschutes County Health Services (DCHS) and Mosaic Medical (Mosaic) have negotiated a Memorandum of Understanding (MOU), to operate a Primary Medical Care Clinic at Antler. Under the Revocable License, Mosaic will occupy and utilize +/- 134 square feet known as Room 106 for virtual/provider documentation room, and +/- 96 square feet known as Room 108 as an exam room.

The clinic will be open to the public, but will primarily serve many of the same Deschutes County Behavioral Health clients who are seen by staff at the Antler location. The co-location of Mosaic's Primary Care services in the same location enables integration of services for Behavioral Health, as well as Public Health clients. The degree to which service providers from each organization can readily collaborate on treatment plans for clients, refer clients for needed services in a timely way, and provide ongoing communication regarding client progress is significantly improved through co-location.

Due to this benefit to DCHS clients, the space will be provided to Mosaic for zero consideration. However, Mosaic will pay a proportionate share of utility costs.

Under the terms of the License Agreement and accompanying MOU, Mosaic will be solely responsible for all materials, supplies and expenses necessary for their operation of the clinic. The basis and term of the License Agreement is dependent on the existence of the MOU between DCHS and Mosaic.

The term of the Revocable License begins December 15, 2021 and will expire June 30, 2027, and includes an option to extend.

11/10/2021

Agreement Starting Date: December 15, 2021

Ending Date: June 30, 2027

12/01/2021 Item #1.

Annual Value or Total Payment: \$0 Rent, Mosaic Medical will pay \$29.90/month for proportional share of utilities for a total of \$179 for this fiscal year.

X Insurance Certificate Received (check box)

Insurance Expiration Date: 7-1-2022

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

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

Funding Source: (Included in current budget? Not applicable Yes No

If No, has budget amendment been submitted? Yes No

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

Departmental Contact and Title: Deborah Cook, Property Specialist

Telephone #: 541-385-3205

Department Director Approval:


Kristie Bollinger, Signature

11/18/21
Date

Distribution of Document: Return all documents to Property Management.

Official Review:

County Signature Required (check one):

BOCC (if \$150,000 or more) – BOARD AGENDA Item

County Administrator (if \$25,000 but under \$150,000)

Department Director - Health (if under \$50,000)

Department Head/Director (if under \$25,000)

Legal Review _____ Date _____

Document Number 2021-902

11/10/2021

REVIEWED
LEGAL COUNSEL

REVOCABLE LICENSE

DESCHUTES COUNTY a political subdivision of the State of Oregon (“Licensor”) hereby grants to **Mosaic Medical** (“Licensee”), a non-exclusive Revocable License (“License”) to use County real property, described as Room 106, +/- 134 square feet, and Room 108, +/- 96 square feet, for a total of +/- 230 square feet, designated by Licensor on the first floor of the **North County Services Building, located at 406 W. Antler, Redmond, Oregon 97756, (“Premises”)**, together with necessary ingress and egress for such space, referred to herein as “the Premises.”

RECITALS

Licensor is willing to grant Licensee a non-exclusive License to allow Licensee to occupy the Premises to operate a Primary Medical Care Clinic (“Clinic”).

NOW THEREFORE, this nonexclusive, License is granted upon the following terms and conditions:

1. Term. The effective date of this License shall be **December 15, 2021**, or the date on which each party has signed this License, whichever is later, and shall continue until **May 22, 2023**. The Term is subject to an active Memorandum of Understanding (“MOU”), and attached hereto as Exhibit A, between Licensee and Deschutes County Health Services (DCHS), to provide primary medical care services at the Premises. Upon the date of expiration or termination of such contractual MOU, this License automatically terminates and Licensee shall vacate the Premises within thirty (30) days. Licensor and Licensee each reserve the right to terminate this License prior to its expiration with sixty (60) days written notice, given to the other party.

Except as otherwise provided in this License, if the Licensee is not then in default and with Licensor's approval, Licensee has the option to renew this License for up to five (5) years by giving at least thirty (30) days written notice to Licensor prior to the expiration of the initial term. Such renewal is contingent upon an active MOU between Licensee and DCHS, to provide medical treatment and health related services at the Premises as described in Section 3 below.

2. Rent. In exchange for the benefit the Licensee's service provides to the general public in conjunction with the services also provided therein by DCHS programs, Licensor provide the Premises to Licensee for zero (\$0) consideration during the term of this License. However, pursuant to Section 9 of this License, Licensee shall pay a proportionate share of the overall building utility costs. See Section 9 for utility payment.
3. Use of Premises. The Premises shall be used by Licensee for operation of a Primary Medical Care Clinic (hereafter “Clinic”); Room 106 will be utilized for virtual/provider documentation, and Room 108 will be utilized as an exam room. Licensee shall operate the clinic pursuant to the provisions of the MOU. Licensee shall provide and be solely

responsible for all necessary materials and supplies for operation of the Clinic as that use is described in Exhibit A.

The Premises shall be used by Licensee for the purpose of operating Licensee's primary business, Mosaic Medical Primary Care Clinic. Licensee, its principals or agents shall not use the Premises to operate a business other than that specified in this License and shall not use the Premises address as the business or mailing address for any other business than that specified in this License without obtaining the Licensor's written consent in advance.

4. Parking. Licensee, its employees, and clientele shall have a nonexclusive right to access and utilize vehicle unassigned public parking spaces in Licensor's parking lots on the Premises. Licensee's employees will be required to adhere to the Licensor's Parking Policy and Regulations regarding parking in designated employee parking spaces (attached hereto as Exhibit B), which Licensor in its sole discretion may amend from time to time. Parking Permits are not required at the Premises, but may be required at other Licensor's locations. Parking permits, if needed, may be obtained by contacting the Deschutes County Facilities Department at contacting at <https://weblink.deschutes.org/Forms/parking> or calling 541-330-4686.

5. Restrictions on Use. In connection with the use of the Premises, Licensee shall:

- a) Conform to all applicable laws and regulations affecting the Premises and correct at Licensee's own expense any failure of compliance created through Licensee's fault or by reason of Licensee's use of the Premises. Licensee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Licensee's specific use.
- b) Refrain from any use which would be reasonably offensive to the Licensor, other licensees, tenants, or owners or users of adjoining premises or unoccupied portions of the premises, or which would tend to create a nuisance or damage the reputation of the real property.
- c) Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
- d) Exercise diligence in protecting the Premises and adjoining common area from damage.
- e) Be responsible for removing any liens placed on said property as a result of Licensee's use of licensed Premises.
- f) Comply with Licensor's policies regarding tobacco-free facilities, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are attached to this License as Exhibit B and by this reference are incorporated herein.

6. Licensee's Obligations. The following shall be the responsibility of the Licensee:

- a) Licensee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this License. Licensee may place partitions, personal property, and the like in the Premises and may make

nonstructural improvements and alterations to the Premises at its own expense. Licensee may be required to remove such items at the end of the License term. Licensee must obtain Lessor's express authorization prior to placing a fixture on the Premises.

b) Licensee, at its expense, shall keep Licensee's equipment and facilities in a first-class repair, operating condition, working order and appearance. Licensee shall also be responsible for any repairs to other property necessitated by its negligence or the negligence or wrongful acts of its agents, employees and invitees. Lessor is not responsible for any loss, damage, maintenance or repair to Licensees equipment and facilities caused by Licensee.

c) Any repairs or alterations required under Licensee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above, and any repairs necessitated by the negligence of Licensee, its agents, employees or invitees, regardless of any other provision in this License.

d) Licensee warrants the honesty and integrity of all personnel Licensee employs or authorizes to operate Licensees business on the Premises. Licensee shall notify Lessor in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Subject to security policies, practices and procedures, Licensee shall have access to and through Lessor's security access system and shall be responsible for retrieving access keys or badges from Licensee's personnel who are no longer Licensee's authorized employees or representatives on the Premises. Lessor reserves the right to prevent and/or limit access to the Premises for employees and clientele of Licensee for any reason pertaining to the safety and security of the Premises, and for the safety and security of persons working in or seeking treatment in/on the Premises.

e) Licensee's employees shall have limited access to rooms 106 and 108, designated by Lessor on the first floor, as well as shared use of the employee break room, and a portion of the reception and lobby areas as determined by mutual agreement between Lessor and Licensee separate from this License.

f) Licensee's signage and decorative accessories may be provided but must be approved by the Lessor prior to installation. Interior wall-mounted or free-standing signs and decorative accessories may also be allowed, but must not interfere with public traffic flow or Lessor's signs and message boards as may be applicable. Placement of exterior signs, whether wall-mounted or free-standing, will be subject to the prior approval of the County's Facilities Department. Exterior signs, for the Premises, if allowed, must also comply with the City of Redmond sign code and be installed in accordance with all related City of Redmond permit regulations.

g) Maintain all Federal, State and local permits and licenses as may be applicable to operate the Clinic.

h) Licensee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

i) Licensee shall have the right to use Licensor owned fixtures and furniture existing within the Premises at upon commencement of the Term of this License. Such furniture and fixtures shall be maintained in good condition and shall remain on Premises upon expiration of this License. Damage by Licensee to fixtures and furniture that are the property of Licensor must be repaired or replaced to the same or better condition as determined by and at the sole discretion of Licensor.

j) Licensee is solely responsible for all work associated with moving Licensee’s personal property into, out of, and within the Premises. Such moving shall be coordinated with and approved by Licensor to ensure such activities are not disruptive of other users within the building.

k) Licensee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Licensee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this License, Licensee shall remove all Hazardous Substances from the Premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by Environmental Law and shall include, without limitation, petroleum oil and its fractions.

l) Licensee shall comply with ASHRAE Standard 170-2013 regarding ventilation of healthcare facilities for surgical smoke and other emissions as applicable (not attached hereto).

7. Responsibilities of Each Agency. Each agency agrees to receive, or otherwise have access to, certain information that is 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”) and the Federal Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”). As further described in the MOU (Exhibit A), each party to this agreement and its employees and agents will maintain security, privacy and confidentiality of this information and will execute Business Associates Agreements upon request of either party.

8. Improvement, Maintenance and Repair of Premises.

a) Licensor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Licensor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Licensor shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Licensor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.

b) Should Licensor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Licensor, Licensee may terminate the License.

c) Improvements necessary to the Premises to facilitate Licensees specific Use as described in Section 3, including new construction, demolition, alteration and replacement to/of existing conditions to the Premises, over and above the "as is" condition, including any and all associated costs and permits, shall be the sole responsibility of Licensee. All such improvements shall first be approved, with work subsequently authorized, by Licensor. This includes Licensor's approval of Licensee's contractor, without any obligation for Licensor to oversee such improvements or to act as the project manager. Upon approval of any such work by Licensor, Licensee shall designate a representative to act as the sole point of contact for interaction with Licensor.

d) Licensee shall maintain its facilities and equipment on the Premises so as to impact in the least possible way Licensor's equipment, facilities and personnel. Licensee shall also secure its personal property on the Premises in a clean, safe and sanitary condition when not in use and at the close of daily business.

e) Licensee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this License, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

f) All work (improvements, maintenance and repair) necessitated to allow Licensees Use of Premises shall be performed outside of regular work hours of 7:00 am to 5:00 pm, Monday through Friday, unless otherwise approved by Licensor prior to commencement.

9. Utilities and Services.

a) Licensor shall provide adequate heat, electricity, water, air conditioning, trash removal service, and sewage disposal service for the Premises and janitorial services for the common areas of the building. Licensee shall pay a sum of \$28 per month as its proportionate share of the overall building utility costs. This amount shall increase by four percent (4%) each year, commensurate with the effective date of the Term. The utility payment shall be payable on the first day of the month in advance, without notice or demand at the office of Deschutes County Property Management, PO Box 6005, Bend, Oregon 97708-6005, or at such other place as may be designated in writing by Lessor. If the Term does not coincide with the first day of the month, the utility payment shall be pro-rated. Licensee shall provide its own janitorial services for the Premises. Licensee is solely responsible for any janitorial services for hazardous waste disposal and emergency clean-up resulting directly from Licensees use of Premises.

Fiscal Year	Monthly Amount	Annual Amount	Initial rate is \$0.13 PSF for utilities
FY2022	\$29.90	\$179	Begin Jan 1, 2022 through June 30, 2022
FY2023	\$31.10	\$373	4% Escalator Effective July 1, 2022

b) Licensee shall be responsible for providing all communications services and amenities necessary for operation of the Clinic, including but not limited to: telephone, internet, television and all wireless communications. Access to the data server room shall be allowed only as authorized by Deschutes County Information Technology Services. All such installations shall be coordinated with Deschutes County Information Technology Services.

10. Liens.

a) Except with respect to activities for which the Licensor is responsible, the Licensee shall pay as due all property taxes, as may be applicable, all claims for work done on and for services rendered or material furnished to the licensed Premises and shall keep the property free from any liens. If Licensee fails to pay any such claims or to discharge any lien, Licensor may do so and collect the cost from Licensee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensor and shall be payable on demand. Such action by Licensor shall not constitute a waiver of any right or remedy which Licensor may have on account of Licensee's default.

b) Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensor cash or a sufficient corporate surety bond or other surety satisfactory to Licensor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

11. Insurance.

a) It is expressly understood that Licensor shall not be responsible for carrying insurance on any property owned by Licensee.

b) Licensee will be required to carry fire and casualty insurance on Licensee's personal property on the Premises.

c) Licensor will carry fire and casualty insurance only on the structure where Premises are located.

d) Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, Licensee shall carry commercial general liability insurance, on an occurrence basis with a combined single limit of not less than limitations set forth in ORS 30.272. Licensee may fulfill its obligations through a program of self-insurance pursuant to applicable law. Licensee shall provide Licensor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this License.

e) As applicable, Licensee shall provide to Licensor proof of workers compensation insurance or a legally established program of self-insurance for workers compensation claims.

f) Indemnification: Licensor and Licensee shall each be responsible for and defend, indemnify and hold the other harmless for losses, costs or claims due to the negligent and wrongful acts of their employees, agents and invitees. Licensor's liability exposure is limited by the Oregon Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300.

- 12. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Licensed, and if repairs cannot reasonably be made within ninety (90) days, Licensee may elect to cancel this License. Licensor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Licensee of the time required to complete the necessary repairs or reconstruction. If Licensor's estimate for repair is greater than ninety (90) days, then Licensee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this License. Following damage, and including any period of repair, Licensee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Licensee.
- 13. Surrender of Licensed Premises. Upon abandonment, termination, revocation or cancellation of this License or the surrender of occupancy of any portion of or structure on the Licensed premises, the Licensee shall surrender the real property or portion thereof to Licensor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this License shall be construed as to relieve Licensee of Licensee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Licensee or occurred during the term of this License. Upon Licensor's written approval, Licensee may leave site improvements authorized by any land use or building permit. Licensee's obligation to observe and perform this covenant shall survive the expiration or the termination of the License.
- 14. Non-waiver. Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
- 15. Default. Neither party shall be in default under this License until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation (other than payment) cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this License with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for

judgment. If Licensee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).

- 16. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Licensor: Deschutes County Property Management
 Kristie Bollinger, Property Manager
 14 NW Kearney Avenue
 Bend, Oregon 97701
 Phone: 541-385-1414
 Fax: 541-317-3168
Kristie.Bollinger@deschutes.org

Mail to: P.O. Box 6005
 Bend, OR 97708

Licensee: Mosaic Medical
 Steve Strang, CFO
 600 SW Columbia Drive, Suite 6210
 Bend, OR 97702
 541-788-6470
 Fax: 541-383-1883
steve.strang@mosaicmedical.org

- 17. Assignment. Licensee shall not assign or sub-rent the Premises without the prior written consent of the Licensor.
- 18. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this License or to enforce any rights or obligations arising from this License, each party will be responsible for paying its own attorney fees.
- 19. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this agreement.
- 20. MERGER.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. LICENSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LICENSOR HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature Page Follows

DC 2021-902; 406 W. Antler Avenue, Redmond
 Revocable License –Mosaic Medical (North County Services Building)

LICENSOR:

Dated this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

ATTEST:

PHIL CHANG, VICE-CHAIR

Recording Secretary

PATTI ADAIR, COMMISSIONER

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PHIL CHANG, and PATTI ADAIR, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this _____ day of _____, 2021

_____ My Commission Expires: _____
Notary Public for Oregon

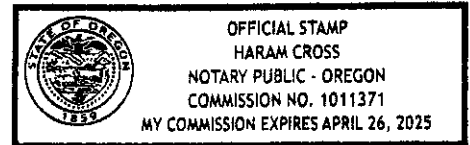
LICENSEE:

Dated this 12 day of November, 2021

MOSAIC MEDICAL

By _____
Megan Haase, CEO
Mosaic Medical

STATE OF OREGON)
) ss.
County of Deschutes)



Before me, a Notary Public, personally appeared MEGAN HAASE the above-named CEO of Mosaic Medical, and acknowledged the foregoing instrument on behalf of Mosaic Medical.

DATED this 12 day of November, 2021

_____ My Commission Expires: April 26, 2025
Notary Public for Oregon

DC 2021-902; 406 W. Antler Avenue, Redmond
Revocable License –Mosaic Medical (North County Services Building)

EXHIBIT "A"

Memorandum of Understanding

Deschutes County Health Services And Mosaic Medical

The purpose of this Memorandum of Understanding (MOU) is to identify care coordination expectations and to set forth the responsibilities of Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services, and Mosaic Medical, a Federally Qualified Health Center, collectively referred to as "Agency" or "Agencies." The spirit of this MOU is one of partnership and collaboration while assisting in facilitation of wellness and recovery.

DEFINITION OF PROGRAM

Deschutes County Health Services (DCHS) and Mosaic Medical (MM) have agreed to co-locate at the North County Services Building, located at 406 W. Antler Ave., Redmond, OR 97756, also known as Antler Health Center, to provide care for interested clients, which is a DCHS owned facility.

TERM AND TERMINATION

1. Agencies' agree that the effective date of this MOU is 12/15/21 unless renewed or terminated pursuant to items 2 and 3 below this MOU shall automatically renew under the same terms and conditions until 5/22/23.
2. Either Agency may terminate this MOU at any time for any cause with a sixty (60) day written notice.
3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

Mosaic Medical	Deschutes County
Mosaic Medical	Deschutes County Health Services
600 SW Columbia Dr, Ste. 6210	2577 NE Courtney Drive
Bend OR 97702	Bend, OR 97701
Attn: Steve Strang	Attn: George Conway
Phone: 541- 788-6470	Phone: 541-322-7502
Fax: 541-383-1883	Fax: 541-322-7565
Steve.strang@mosaicmedical.org	George.conway@deschutes.org

RESPONSIBILITIES OF EACH AGENCY

1. Each Agency agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under, as may be amended from time to time (collectively "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act).
2. When requesting information regarding a client/patient, both Agencies agree to obtain appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA and 42 CFR part 2.

3. Each Agency will access protected health information of the mutual client/patient only upon direct request by the provider that is providing, or has provided, care to that client/patient. In the case where direct provider request is not documented, both Agency's agree to recognize the appropriate authorization for the release of information from the client/patient in accordance With ORS 179.505, HIPAA and 42 CFR part 2.
4. Each Agency is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents Each Agency shall defend, Indemnify, and hold harmless the other Agency for claims arising from the actions of the Agency, its officials, employees and agents.
5. Any compliance issues, complaints or conflicts between Agencies related to this MOU and not resolved through initial discussion between the Agencies shall be submitted in writing to DCHS Health Services Director and the Chief FinancialOfficer of Mosaic Medical. The DCHS Director and MM Chief FinancialOfficer will conduct fact finding and facilitate a compromise and/or initiate mediation.

RESPONSIBILITIES OF DESCHUTES COUNTY HEALTH SERVICES (DCHS)

1. Coordinate and manage care of mutual clients including service transition.
2. Provide services consistent with requirements of privacy, confidentiality and consumer preference.
3. Participate in joint multidisciplinary efforts.
4. Provide relevant information around new developments and changes pertinent to integrated patient health care.
5. Endeavor to understand partner agency culture, philosophy and rules of operation.

RESPONSIBILITIES OF MOSAIC MEDICAL

1. Provide primary health care for mutual and exclusive clients.
2. Have a Primary Care Provider onsite for a minimum of # 8 hours per week.
3. Coordinate and manage care of mutual clients including service transition.
4. Coordinate and manage internal MM transfers as appropriate.
5. Provide Primary Care Provider (PCP) and medical assistant staff.
6. Provide services consistent with requirements of privacy and confidentiality.
7. Participate in joint multidisciplinary efforts.
8. Provide relevant information around new developments and changes pertinent to integrated patient health care.
9. Endeavor to understand partner agency culture, philosophy, and rules of operation.

This MOU is executed on behalf of the Deschutes County Health Services, and Mosaic Medical through the undersigned representatives.

Signature: GEORGE CONWAY
GEORGE CONWAY (Nov 8, 2021 18:14 PST)

Email: george.conway@deschutes.org

Title: Director

Company: DCHS

Signature: Megan Haase
Megan Haase (Nov 9, 2021 19:12 PST)

Email: megan.haase@mosaicmedical.org

Title: CEO

Company: Mosaic Medical

Exhibit "B"



Deschutes County Administrative Policy No. GA-7
Effective Date: January 23, 2013

TOBACCO-FREE FACILITIES AND GROUNDS

STATEMENT OF POLICY

It is the policy of Deschutes County to ensure a tobacco-free environment through positive and educational messaging that promotes the long-term health and safety of Deschutes County employees and the public.

Smoking and the use of other tobacco products is the number one cause of preventable death in the United States. Secondhand smoke exposure is also a major health risk. In addition to the direct health risks of smoke inhalation, smoking is estimated to be the number one cause of fire-related death and injury in the United States, and is a major cause of wildland fires. The environmental impact of smoking is also large as toxic cigarette filters are the most frequently littered item in the United States, and have negative impacts on the environment and wildlife.

APPLICABILITY

This policy applies to all Deschutes County employees, volunteers, clients, visitors, and vendors. It is not the intent of this policy to shift tobacco use to neighboring private property without the owner's consent.

DEFINITIONS

For the purposes of this policy, unless otherwise specified, the following definitions shall apply:

- Tobacco-free: Tobacco is neither smoked, ingested, nor used in any manner.
- Tobacco: Cigarettes, cigars, pipes, and any other smoking product; dip, chew, snuff, snus, and any other smokeless tobacco product; and nicotine delivery devices, such as electronic cigarettes, excluding FDA-approved nicotine replacement therapy products for the purpose of tobacco cessation.

POLICY AND PROCEDURES

1. Tobacco-Free Facilities and Grounds - the use of all tobacco products is not permitted at any time within any interior space of facilities owned or occupied by Deschutes County; on all outdoor property or grounds owned or occupied by Deschutes County, including parking areas; in private vehicles while on Deschutes County property; and in vehicles owned by Deschutes County.
2. Communication of Policy - signs will be used to designate a Deschutes County owned or occupied facility as a "Tobacco-Free Property." Signs bearing this message will be clearly posted at the perimeter of the property, at each vehicular and pedestrian entrance, and at other prominent locations. Each building owned or occupied will also display a decal that states "Tobacco-Free Building" at each entrance or exit. Any additional language on these signs should promote the success of the policy through education and be delivered in a positive tone. The Property and Facilities Department will be responsible for signage.

The tobacco-free policy applies at all facilities and grounds owned or occupied by Deschutes County regardless of whether or not signs are posted.

- 3. Tobacco Use Cessation Support - Deschutes County is committed to providing tobacco use cessation support to all Deschutes County employees who wish to stop using tobacco products. Tobacco use cessation resource information will be provided to any employee who expresses an interest in seeking help to stop using tobacco products. Deschutes County volunteers, contractors, clients and visitors may be referred to the Oregon Tobacco Quit Line (1-800-QUIT-NOW [English] or 1-877-2NO-FUME [Spanish]), which is a free tobacco cessation resource.
- 4. Responsibilities - adherence to this policy is the responsibility of all Deschutes County employees. Contractors, clients, students, visitors, and others must also comply with this policy while on Deschutes County-owned property. Employees who do not conform to this policy may be subject to discipline. Contractors in violation of this policy will be reported to their supervisor at the contracting organization.
- 5. Supervisory Responsibilities - this policy will be enforced through administrative action by supervisors and managers. In general, supervisors are responsible for ensuring that employees under their direction are aware of the policy and comply with it and for taking appropriate action to correct noncompliance. Supervisors are responsible for ensuring that all employees are notified of the new policy and receive a copy of the policy. Any person who observes violations of the policy may report these violations to the supervisor of the employee in question.
- 6. Success of Policy - the success of this policy is the shared responsibility of all Deschutes County personnel. Employees are provided with materials to help communicate this policy to co-workers, volunteers, contractors, clients and visitors with courtesy, respect, and diplomacy.

This policy is operationalized by providing education and support rather than strict enforcement, especially with the public in areas where there is a limited presence of Deschutes County personnel.

Deschutes County's Tobacco Prevention & Education Program Coordinator at the Health Services Department is responsible for providing educational materials, employee training, and technical assistance; addressing policy related questions, feedback, and concerns; and ongoing monitoring of this policy.

Approved by the Deschutes County Board of Commissioners on January 23, 2013.



Tom Anderson
Interim County Administrator



**Deschutes County Administrative Policy BLDG-4
Effective Date: January 24, 2007**

EMPLOYEE AND VISITOR PARKING

STATEMENT OF POLICY

It is the policy of Deschutes County to ensure adequate visitor parking by requiring employee and employees of tenants in county buildings to park only in those areas designated for permit parking.

APPLICABILITY

This policy applies to all Deschutes County employees and to non-county employees who work in County buildings. Elected officials are exempt from this policy but are encouraged to adhere to its intent.

POLICY AND PROCEDURE

In General

For the purpose of this policy statement, County parking lots referred to will be limited to the following areas and that are highlighted on the parking lot map (Attachment A):

- | | |
|--|---|
| A) Area "A" Parking
County/State north employee lot | D) Area "D" Parking
Wall St. employee lot |
| B) Area "B" Parking
County/State east employee lot | E) Area "E" Parking
County/State Fleet Vehicle lot |
| C) Area "C" Parking
Harriman St. employee lot | F) Area "F" Parking
CDD Fleet Vehicle lot |

The parking regulations for County employees and employees of County tenants are as follows:

1. Employee parking is provided free of charge to all County employees and employees of County tenants.
2. All of the parking lots listed above will be patrolled on a regular basis. A Notice of Parking Violation will be issued to County employees or employees of County tenants who violate the parking policy.
3. At various locations there are parking spaces that are marked "Restricted". Any County employee or employee of County tenant who parks their vehicle there and are not authorized to do so will be subject to a Notice of Parking Violation.
4. Customers who are conducting business at County offices are encouraged to park their vehicles in the spaces that are allocated for visitor parking. However, if there are not adequate parking spaces available for customers, they have the right to park in the "Permit Parking" areas.

5. All County employees and employees of County tenants will have a Deschutes County parking sticker for each of their private vehicles. This sticker shall be placed on the front windshield on the lower right hand corner. If the windows are heavily tinted the sticker may be placed in the rear window, lower right hand corner. The parking sticker shall be visible at all times that the vehicle is parked in any of the above listed County employee parking lots. The sticker number, license plate number, owner's name, day time phone number and department shall be provided to Building Services. Any changes of vehicle, change of department, or discontinued employment by the vehicle owner shall be reported to Building Services.
6. All County employees and employees of County tenants shall park in the parking spaces that are clearly signed "Permit Parking Only." Any County employee or employee of a County tenant that parks his or her private vehicle in "Visitor Parking" will be issued a Notice of Parking Violation.
7. All County and State fleet vehicles are to be parked in the designated fleet parking areas only.

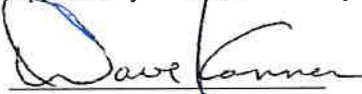
Procedure When Notice of Violation is Issued

Elected officials, department heads and managers are charged with the responsibility of making employees aware of the rules and regulations of this policy.

Employees have a shared responsibility with management to work consistently toward following the rules and regulations of this policy. When a Notice of Parking Violation is issued to an employee vehicle, a copy of the notice shall also be sent to the employee's supervisor. The supervisor shall be responsible for counseling the employee about the terms of this policy and placing the notice of violation in the employee's personnel file.

An employee who receives three notices of violation within a 24-month period may be subject to disciplinary action as provided by the applicable collective bargaining agreements or by the County Personnel Rules, as appropriate.

Approved by the Board of County Commissioners January 24, 2007.



Dave Kanner
County Administrator



DOWNTOWN BEND CAMPUS MAP

12/01/2021 Item #1.

Parking Areas

- ADA
- EMPLOYEE
- FLEET
- RESTRICTED
- VISITOR



1 - Wall Street Services Building

Deschutes Onsite Clinic
DOC Pharmacy
Behavioral Health Intensive
Youth Services
(WRAP/EASA/YAT)
Intellectual & Developmental
Disabilities (I/DD)
Downtown Health Center

2 - Deschutes Services Building

State Department of Human Services
Deschutes County Board of Comm
Deschutes County Human Resources
Deschutes County Legal Counsel
Deschutes County Finance/Tax
Deschutes County Assessor
Deschutes County Clerk

3 - Warehouse Building

Building Maintenance
Information Technology
Property Management
GIS
Archives Center
Mail Center

4 - Community Development

Building Division
Code Enforcement
Planning Division

5 - Mike Maier Building

Public Health Prevention
Pgms
Public Health Early Learning
Latino Community
Association
United Way
Family Resource Center
Mary's Place
Veterans Services

6 - Health Services Downtown Clinic

Behavioral Health Adult
Intensive Svcs
Mosaic Medical
Harriman Healthcare

7 - Behavior Health Clubhouse

8a - Courthouse
District Attorney
Victims Assistance
Grand Jury
State Court Administration

8b - Courthouse
Circuit Court
Traffic Court
Jury Assembly



N:\PrePrint\County\Campus\BuildingServices\CampusBuildingsParking_2019.mxd




**Department of Administrative Services
Dave Kanner, County Administrator**

1300 NW Wall St, Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202
www.co.deschutes.or.us

JULY 27, 2007

TO: ALL DESCHUTES COUNTY EMPLOYEES

FROM: DAVE KANNER, COUNTY ADMINISTRATOR 

RE: FRAGRANCES IN THE WORKPLACE

Recognizing that employees and visitors to our offices may have sensitivity and/or allergic reactions to various fragrant products, it is asked that employees voluntarily refrain from using scented cleaning products; or wearing scented products, such as cologne and aftershave, perfume, scented lotions and other similar products during working hours.

Enhancing the Lives of Citizens by Delivering Quality Services in a Cost-Effective Manner

Deschutes County Administrative Policy No. BLDG-1
Effective Date: June 28, 2006; Revised May 25, 2016

FACILITIES MAINTENANCE POLICY

STATEMENT OF POLICY

It is the policy of Deschutes County to maintain continuity and appearance of county facilities, facilitate ease of maintenance, extend the life of assets, comply with safety protocols, and to establish consistent standards for use of County facilities.

APPLICABILITY

This policy applies to all County personnel and all other individuals who use County facilities.

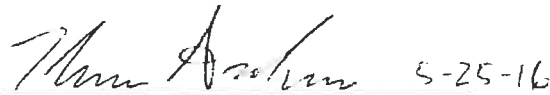
POLICY AND PROCEDURES

1. Where feasible, full-height panels systems instead of hard walls will be used to create separation of spaces. This will allow flexibility in the future if the space needs to again be reconfigured.
2. Animals are not allowed in County facilities, including County vehicles. The exceptions are certified service animals and treatment animals that are both licensed and insured. Fish tanks are permitted.
3. Space heaters are not permitted unless required for medical reasons. Heaters upset the heating/cooling systems and the electrical system and can become fire hazards. If an individual heater is approved, it will be provided by Property & Facilities. Appliances that do not have automatic shutoffs (such as certain types of coffee makers) are prohibited.
4. No items are to be attached to the ceilings. Items such as plants, decorative lights, and other types of decorations are not to be hung on the ceiling or attached to the ceiling grid. These types of items can block required emergency signage and notification devices or sprinkler heads, and may put too much strain on the ceiling grid.
5. All furniture purchases must be ordered through the Property & Facilities Department. The furniture will be pre-assembled and will consist of a standard finish to match existing County furniture. Desk and work surfaces will be height adjustable by crank, electric motor, or torsion lever.
6. Chair mats are required at all desk areas to reduce the wear and tear on carpets.
7. County buildings and individual offices are to be painted the standard color(s) as established by Property & Facilities. All painting must be conducted by Property & Facilities.

- 8. Property & Facilities will establish the standards for window treatments, light fixtures, flooring, laminate, and other finishes. Property & Facilities will be responsible for ordering and installing these items.
- 9. Services of outside contractors (such as electricians) will be acquired by Property & Facilities. Individual employees or departments should not hire contractors to perform work in County facilities.
- 10. Work requests for routine maintenance are to be submitted through the electronic work order system.
- 11. All requests for remodels, construction, or office reconfigurations are to be submitted to the Director of Property & Facilities. Oversight and management of capital construction projects for facilities that are intended for tenancy or occupancy is to be centralized within the Property & Facilities Department. Departments that oversee facilities that are not occupied such as landfills and roads are responsible for their own capital construction oversight and management, although Property & Facilities may be engaged to act in a consultant role if requested by the managing department.

Any exceptions to this policy must be approved by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners May 25, 2016.



Tom Anderson
County Administrator



Deschutes County Administrative Policy No. BLDG-5
Effective Date: 6/7/10

COUNTY FACILITIES USE POLICY

STATEMENT OF POLICY

It is the policy of Deschutes County that the primary and priority use of county facilities is for county and/or government-associated activities. Nonprofit organizations may use county facilities during normal business hours only, subject to availability, and in accordance with the provisions of this policy.

APPLICABILITY

This policy applies to all users of Deschutes County buildings and property, including equipment, furniture, and fixtures with the exception that public safety facilities are excluded from this policy.

DEFINITIONS

For the purpose of this policy, unless otherwise specified, the following definitions shall apply:

"County facilities" means real property that is owned by Deschutes County, including but not limited to, buildings, facilities, or land which is fenced, enclosed, or otherwise developed and any associated grounds.

"Direct Affiliation" means a board, commission, committee, or working group formed by and conducting business on behalf of Deschutes County and to whom a Deschutes County employee may regularly report.

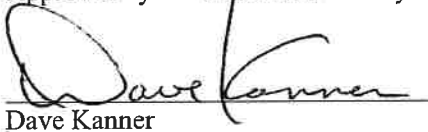
"Nonprofit organization(s)" means an organization that is legally incorporated and exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a government agency.

POLICY AND PROCEDURES

1. County facilities are to be reserved on a first-come basis with priority given first to Deschutes County departments and programs, secondly other government agencies and persons and groups having a direct affiliation with Deschutes County such as the Deschutes County Planning Commission, Community Corrections Advisory Committee, Mental Health Advisory Board, etc., then thirdly to nonprofit organizations.
2. County facilities are available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official county holidays. The only function that may be held after normal business hours are those having a direct affiliation with Deschutes County or have a department sponsor, including having a County employee from this department in attendance.
3. All meetings and programs offered by non-government users must be free and open to any member of the public. Items and/or services may not be sold (excluding meals) unless it is for a charitable purpose.
4. Persons who wish to use county facilities must schedule no more than forty-five (45) days in advance by completing the County Facility Use Application and Agreement. The County reserves the right to reschedule or cancel non-county meetings at any time if the room becomes necessary to conduct county business.

5. Arrangements can be made for use of county-owned equipment at the time of application. There is no guarantee that County staff will be available to operate this equipment during non-county meetings. The applicant is responsible for damage to any equipment and shall be assessed reasonable fees for repair or replacement, as required.
6. The user of the meeting room is responsible for set-up, take-down, and clean-up in accordance with the County Facility use Application and Agreement.
7. Failure to comply with this facilities use policy may result in withdrawal of use privileges.
8. Exceptions to this facilities use policy may be granted by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners June 7, 2010.


Dave Kanner
County Administrator



Deschutes County Administrative Policy No. HR-9
Effective Date: July 25, 2007

PREVENTION OF VIOLENCE IN THE WORKPLACE

STATEMENT OF POLICY

It is the policy of Deschutes County that there is zero tolerance of threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals on County worksites or as part of County work activities.

APPLICABILITY

This policy applies to all Deschutes County employees and volunteers.

POLICY AND PROCEDURES

Definitions

- A. Harassment: A form of behavior that to a reasonable person is intimidating, hostile, threatening, violent, abusive or offensive.
- B. Threat or Threatening Behavior: A physical, verbal, or written act that expresses, or is reasonably perceived as expressing, an intent to cause physical or psychological harm, or both, to anyone covered by this policy, or an act that is reasonably perceived as expressing intent to cause damage to property.
- C. Worksite: Any place where Deschutes County conducts business. This includes County-owned or leased offices or buildings, County-owned vehicles, personal vehicles when used within the course and scope of conducting Deschutes County work, clients' homes, and other locations where Deschutes County business is being conducted.
- D. Violence or Violent Behavior: A physical, verbal, or written act carried out or caused to be carried out which results, or may result, in physical or psychological harm, or both, to an individual covered by this policy, or damage to property. Examples of violent conduct include but are not limited to physical displays of aggression, such as hitting, pushing, pinching, grabbing, making threatening gestures, or throwing objects. Also covered by this definition are situations in which physical or psychological harm occurs, even if such result was not intended (e.g., horseplay and practical jokes).
- E. Workplace Violence: Includes harassment, threats, threatening behavior, and violence and violent behavior.

In General

Deschutes County will not tolerate threats, threatening behavior, or acts of violence by its officers, employees, agents, or other persons at a worksite against employees, visitors, guests, or other individuals by anyone. The intent of this policy is to maintain safety and security for all people on all County worksites.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts will be removed by law enforcement as quickly as safety permits and shall have no further contact with County employees pending the outcome of an investigation.

Each County employee is empowered to take immediate action by calling law enforcement representatives through 9-1-1 emergency responders, to terminate the behavior in progress. Employees should also report behavior they regard as threatening or violent if that behavior is job-related or might be carried out on a County-controlled site. After addressing immediate concerns, each employee is responsible for notifying his or her immediate supervisor or other Department/Program manager of conduct that may constitute workplace violence. This includes reporting any threats, threatening or violent behavior, or harassment occurring at a Deschutes County worksite or in connection with

Deschutes County employment. The conduct may be that which they have witnessed or received or have been told that another person has witnessed or received.

Following an immediate response to terminate workplace violence, employees are responsible for reporting such conduct, regardless of the relationship between the individual who initiated the threat and the person who was threatened. If a supervisor is notified of a threat, or receives a threat, the supervisor is responsible for immediately notifying his or her supervisor, other affected Department/Program managers, and Risk Management.

Deschutes County will not tolerate retaliation against an employee, volunteer or other County representative who reports or experiences workplace violence. Deschutes County will conduct a prompt investigation of the alleged workplace violence and initiate a timely and appropriate response.

Employees who engage in workplace violence, real or perceived, against co-workers, supervisors, clients, providers, volunteers, or other individuals associated with Deschutes County are in violation of this policy. Violations of this policy by an employee will lead to disciplinary action, which may include reassignment of job duties, suspension, or termination of employment and may include referral to law enforcement authorities and subsequently result in criminal charges.

Deschutes County will also respond to workplace violence where individuals other than employees are involved. Appropriate actions may include suspension or termination of business relationships, suspension or termination of volunteer status, and/or referral to law enforcement authorities and subsequently result in criminal charges and criminal prosecution of the person(s) involved.

Employees who apply for or obtain a protective or restraining order that lists County locations as protected areas must provide copies of any restraining order documents to their direct supervisor. Supervisors must report restraining order documents to Risk Management. Deschutes County has confidentiality procedures that recognize and respect the privacy of the reporting employee(s), to the extent allowable to ensure a workplace free of threatening or violent behavior.

Incident Response and Follow-up

A. If circumstances call for immediate action, and in the employee's judgment any delay caused by first notifying a supervisor may jeopardize his or her, or others' safety, the employee shall immediately obtain the assistance of emergency responders by calling 9-1-1. Most County phones first require dialing 9 for an outside line.

B. In response to threatening or violent behavior, no employee, manager or County representative, shall take any action that will risk his or her own safety or the safety of others in the area. No employee or volunteer should ever attempt to restrain or forcibly evict an armed person or dangerous person from the premises.

C. Any supervisor receiving knowledge of a threat or potential threat of violence shall immediately notify his or her supervisor, unless circumstances call for immediate action, in which case reporting documents shall be prepared immediately after the threat of danger has passed.

D. The supervisor shall notify managers of other departments/agencies at the worksite, or in other locations that may be affected, of clients or visitors who are considered a potential immediate threat. When a supervisor/manager receives knowledge that an individual may pose a threat to employees, the supervisor/manager will provide staff with a safety plan, including a description of the client or visitor, and the steps to take if the individual appears. Risk Management can provide assistance with any departmental safety or response plan.

E. The worksite supervisor shall ensure that the employee receiving any threat or act of violence initiates a "Violence Incident Report Form." If the employee will not be available within 24 hours, the supervisor shall complete the form as thoroughly as possible without input from the employee. When the employee becomes available, the supervisor shall thoroughly update the office copy of the report with additional information.

F. The supervisor shall, within 24 hours, provide a debriefing with affected employees in order to analyze the incident and receive input from employees on necessary corrective action. The supervisor will use this information to complete the supervisor's section of the "Violence Incident Report Form." The supervisor shall obtain the safety committee's review of the incident consistent with the department's established procedure for reviewing other incidents.

G. For acts of violence, or threats perceived by staff to be of a traumatic nature, supervisors are encouraged to meet with all staff, at a time they judge to be appropriate, to review the incident and answer employee concerns. For very traumatic incidents, such as those involving employee injury or threat with a weapon, supervisors shall contact Deschutes County's Employee Assistance Program contractor, and request group counseling. Attendance is voluntary.

H. Action directed towards individuals, other than employees, in violation of Deschutes County's policy, will be at the direction and coordination of Risk Management. If an employee is in violation of this workplace-violence policy, the supervisor may initially consult directly with Risk Management if involving a higher level of management would cause unreasonable delay.

I. The supervisor shall forward, within 24 hours, a copy of the "Violence Incident Report Form," completed as thoroughly as possible, to the Risk Management office. Risk Management will provide incident information to County Administration.

General Protocol/ Prevention Activities

Protocols and prevention activities are established to provide:

- 1) Actions to be taken by Deschutes County management and employees to reduce the threat of workplace violence;
- 2) Steps for departments/programs to take following an incident of violence.

Each department or division will:

A. Designate an employee and alternate for each department as contact in the event of an incident or potential incident; this designation must be updated annually. Each department must develop and post individual policies and procedures specific to that department. Each department must provide training for new employees and volunteers on County and department policies/procedures upon hire. Periodic, ongoing training programs will be provided by Risk Management or as required by Departmental assessment.

B. Notify employees of Deschutes County's zero tolerance for workplace violence by posting County and department policies and procedures in locations visible to employees, contractors, visitors and volunteers, and as well will inform individuals covered by this policy of the requirements and procedures to report all threats or violence encountered during their work with Deschutes County.

C. Inform individuals covered by this policy of the incident response procedure and of the Violence Incident Report Form.

D. Inform individuals covered by this policy that they would not be retaliated against for reporting workplace violence.

E. Report immediately any conduct occurring on a Deschutes County's worksite, or site related to Deschutes County's work activity, which may constitute a threat or act of violence. This includes conduct that is received or witnessed directly or reported by a third party. Every employee or County representative is empowered to take immediate action by calling law enforcement representatives through 911.

F. Notify managers of other Deschutes County departments, or other occupants in co-housed buildings or other locations, who may be affected, of clients or visitors who are considered to pose a potential immediate threat. Deschutes County departments will develop and provide staff with a safety plan, including a description of the client or visitors.

G. Inform employees and volunteers that if they are involved in a non-work related or domestic situation which may pose a risk to the workplace, that they are encouraged to inform their supervisor or Risk Management. This is voluntary. Management will obtain the employee's consent before notifying staff that are determined necessary to carry out a safety plan.

H. Inform employees who apply for or obtain a protective or restraining order that lists County locations as protected areas they must provide copies of any restraining order documents to their direct supervisor, who will in turn provide Risk Management with a copy of the restraining order. Risk Management and/or department managers will evaluate and determine County staff that will be notified to carry out a safety plan.

I. Inform employees, volunteers, contractors, and visitors who witness conduct which may violate this policy they, without fear of retaliation, shall report such conduct in a manner consistent with reporting procedures specified elsewhere in this policy.

J. Understand individual offices are encouraged to review their departmental emergency plan with Risk Management and local law enforcement.

Training Components

A. Risk Management and County departments will assess the level of risk within Deschutes County worksites and provide job-appropriate information and/or training to employees whose job duties are likely to expose them to aggressive persons or threats of violence. Workplace violence training will be provided on a quarterly basis through Risk Management. Risk Management will provide curriculum and invite non-County professionals to present training materials (e.g., training components addressing specific classes of violence including domestic violence awareness).

B. Based on an employee's or volunteer's job duties and reasonably anticipated risk of exposure to threats or acts of violence, some or all of the following training elements shall be included, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

- o Identification of warning signs of potentially violent persons.
- o De-escalation skills for dealing with aggressive behaviors including the aggressive behavior of mentally ill persons or substance abusers.
- o Building security.
- o Field work and/or travel safety.
- o Home visit safety.

C. Supervisors, or employees with lead roles, and other employees or members of management whose job responsibilities may involve responding to issues of workplace violence, shall receive training or

information on some or all of the following topics, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

- Domestic violence--possible indicators of abuse and response.
- How to conduct a critical-incident debriefing.
- How to conduct an investigation, how to complete an incident report, whom to notify within and outside of the department, and how to route the report form.
- Role of Employee Assistance Program.
- Safety-committee role and other levels of review within the department.
- Clarification and training on what behaviors or acts are inappropriate and constitute violence as provided by the definitions.

Approved by the Deschutes County Board of Commissioners July 25, 2007



Dave Kanner
County Administrator

DESCHUTES COUNTY THREAT & VIOLENCE INCIDENT REPORT FORM

**FORWARD INCIDENT REPORT TO ERIK KROPP, DESCHUTES COUNTY RISK
MANAGER, WITHIN 24 HOURS OF INCIDENT.**

Please use this form to report any threat or act of physical violence against a person (whether County employee or non-employee) or any property (whether County or non-County property) on any County site. Add additional sheets as necessary. If you need assistance with this form, please contact your supervisor or Risk Management. This form is available online at the County Risk Management intranet site.

Incident date: _____ Time: _____ Location: _____

Name of employee making this report: _____

Assigned work location: _____ County Phone: _____

Supervisor's name: _____ Supervisor notified? Yes No

Dept. Head: _____ Dept. Head notified? Yes No

Name of victim or identity of property, if different from above: _____

Street address: _____ City _____

State _____ Zip: _____

Relationship of victim to Deschutes County (if applicable): _____

Check applicable incident:

- Physical contact—please specify
- Threatening to harm an individual or the destruction of County property.
- Harassing or threatening phone calls
- Harassing surveillance or stalking
- Possession or use of firearms or other weapons during the incident
- Other—please describe

List witnesses to the incident, name(s) and telephone(s):

Describe the incident:

Specific language of the threat:

Did the incident involve the use of or threaten the use of a weapon other than a firearm? If so, please describe:

Was anyone injured? If yes, please identify the injured persons and describe the injuries:

Name of the person exhibiting threatening or violent behavior, if known:

Street address: _____ City _____

State _____ Zip: _____

Relationship of above listed person to Deschutes County — please describe:

Describe the characteristics of the person exhibiting threatening or violent behavior (gender, height, weight, hair, eye color, voice characteristics, other):

Was there any physical conduct that would substantiate an intention to follow through on the threat? Yes No If yes, please explain:

Who else was involved directly with this incident and what actions did each take?

How did the incident end?

What happened to the person exhibiting threatening or violent behavior and each other person involved after the incident?

What steps were taken to ensure the threat will not be carried out?

What steps could be taken to avoid a similar incident in the future?

Was law enforcement contacted? _____

Responding agency: _____

Officer name: _____

Police case number: _____

Report prepared by:

Signature Date

Supervisor Signature Date

**FORWARD COMPLETED/SIGNED INCIDENT REPORT TO ERIK KROPP,
DESCHUTES COUNTY RISK MANAGER, WITHIN 24 HOURS OF INCIDENT.**



CERTIFICATE OF LIABILITY INSURANCE

12/01/2021 Item #1.

DATE (MM/DD/YYYY)

08/26/2021

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 Brown & Brown Northwest 1160 SW Simpson Ave Ste 100 Bend OR 97702		CONTACT NAME: Rickie Mickle PHONE (A/C, No. Ext): (541) 382-1611 E-MAIL ADDRESS: rmickle@bbnw.com FAX (A/C, No):	
INSURED Mosaic Medical 600 SW Columbia Street Suite 6150 Bend OR 97702		INSURER(S) AFFORDING COVERAGE INSURER A: Physicians Mutual Insurance Company INSURER B: Allmerica Financial Benefit Insurance Company INSURER C: SAIF Corporation INSURER D: Philadelphia Indemnity Insurance Company INSURER E: INSURER F:	
		NAIC #	80578
		41840	
		18058	

COVERAGES**CERTIFICATE NUMBER:** 21/22 Master WWC**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	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			Y		300003553	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Professional Liability \$ 5,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Y		AW2D271585	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					300003553	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000 AGGREGATE Exceeds Statute \$
C	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	Y	998402	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Management Liability (Aggregate \$4,000,000)			Y		PHSD1642899	07/01/2021	07/01/2022	D&O Liability \$2,000,000 Employment Practices \$2,000,000 Fiduciary Liability \$1,000,000

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

RE: 406 W. Antler Ave, Redmond 97756

Full Certificate Holder: Deschutes County, its officers, agents, and employees and volunteers.


Management Liability Policy NO. PHSD1642899 Aggregate, All Parts: \$4,000,000 each Policy Period.

Retention:

(A) Part 1, D&O Liability: \$25,000 for each Claim under Insuring Agreement B & C.

RECEIVED
 NOV 08 2021
 Deschutes County
 Property Management

CERTIFICATE HOLDER**CANCELLATION**

Deschutes County Property Management PO Box 6005 Bend OR 97708	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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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 00338203

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Northwest		NAMED INSURED Mosaic Medical	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- (B) Part 2, Employment Practices: \$50,000 for each Claim.
- (C) Part 3, Fiduciary Liability: \$1,000 for each Claim.

Certificate holder is an additional insured when required by written contract.

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Sexual Misconduct/Sexual Activity Aggregate			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Peer Review Liability Each CLaim			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical Expense Each Injured Person			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
25,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Pollution and Mold Liability Aggregate			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
500,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Damage to Premises Rented			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Disciplinary Proceeding Defense Reim. Agg.			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
100,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Professional Liability Per Claim			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Pollution & Mold Liability Each Claim			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
500,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Peer Review Aggregate			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
5,000,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Damage to Patient Property			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
25,000				Dollars Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	General Liability - Each Incident			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium

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ADDITIONAL COVERAGES

Ref #	Description				Coverage Code	Form No.	Edition Date
	General Liability Aggregate						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
5,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Employee Benefit Liability Each Incident						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Employee Benefits Aggregate				EBAGG		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
5,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Disciplinary Proceeding Each Investigation						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
50,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Limited Coverage For Sexual Misconduct						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	PIP-Basic				PIP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
	Excess Medical Professional						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
4,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Excess GL & EBL						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
4,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Waiver of Subrogation				WWSUB		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
					\$660.09		
Ref #	Description				Coverage Code	Form No.	Edition Date
	TERRIOSM COV				TEROR		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
					\$1,214.10		
Ref #	Description				Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1				EXP01		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
					\$7,177.00		

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1301 Second Avenue, Suite 2700
 PO Box 91220
 Seattle, WA 98111
 T: (800) 962-1399
 F: (206-373-7100

Healthcare Facility Professional and General Liability Insurance Policy
 ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT
 COVERAGE D, COMMERCIAL GENERAL LIABILITY

As of the endorsement effective date until the endorsement expiration date, insurance is afforded under this Policy to any organization(s) that are required by a contract or agreement with the **named insured** executed prior to a **claim**. Such organization is an **additional insured** under this policy on a shared limits basis under Coverage D, Commercial General Liability.

With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

Section V. EXCLUSIONS, subparagraphs E.13.a., E.13.b. and E.13.f. are deleted and replaced as follows:

E. Exclusions Applicable to Coverage D

- 13. liability for **property damage** to:
 - a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;
 - b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

Page 1 of 3

Named Insured's Name & Address: Mosaic Medical 600 SW Columbia Ste 6150 Bend, OR 97702	Policy Number	300003553
	Effective Date & Expiration Date	07/01/21 - 07/01/22
	Endorsement Effective Date	July 1, 2021
	Authorized Signature:	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.

END419-PIHPL.051521 07/15/21 398401 411431



1301 Second Avenue, Suite 2700
 PO Box 91220
 Seattle, WA 98111
 T: (800) 962-1399
 F: (206-373-7100

Healthcare Facility Professional and General Liability Insurance Policy
 ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT
 COVERAGE D, COMMERCIAL GENERAL LIABILITY

f. Exclusion V.E.13. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:

- (1) fire or explosion;
- (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
- (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph E.13.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

The following subparagraph C is added to Section VIII. LIMITS OF INSURANCE:

C. Limits of Insurance Applicable to Additional Insured-Designated Organization Endorsement

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

1. required by the contract or agreement with the **additional insured**; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The following is added to Section IX.D. Subrogation:

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage D, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.



1301 Second Avenue, Suite 2700
PO Box 91220
Seattle, WA 98111
T: (800) 962-1399
F: (206-373-7100

Healthcare Facility Professional and General Liability Insurance Policy
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT
COVERAGE D, COMMERCIAL GENERAL LIABILITY

Primary Non-Contributory: If, under a written contract, the **additional insured** has agreed that this Policy provides primary non-contributory coverage, the following is added to Section IX.D. Subrogation:

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, December 1, 2021

SUBJECT: Consideration of Board Signature for Order No. 2021-062, authorizing the Deschutes County Property Manager to execute the documents associated with accepting the donation of a 0.70-acre property

RECOMMENDED MOTION:

Move to approve and sign Board Order No. 2021-062, authorizing the Deschutes County Property Manager to execute the documents associated with accepting the donation of a 0.70-acre property from Prineville Water Co. to Deschutes County known as Map and Tax Lot 211106B000400, located east of Huntington Road approximately 1-mile north of La Pine State Recreation Road, La Pine

BACKGROUND AND POLICY IMPLICATIONS:

Counsel representing the Purcell family inquired on behalf of the family whether the County would consider acquiring a remnant property that is currently under the ownership of Prineville Water Co.

The subject property is 0.70-acres known as Map and Tax Lot 211106B000400, located in unincorporated Deschutes County on Huntington Road approximately 1-mile north of La Pine State Recreation Road. The Zoning is Rural Residential 10-Acre Minimum (RR10), and the Real Market Value (RMV) as determined by the Assessor's Office is \$49,860.

Deschutes County Road Department confirmed it would be beneficial to acquire this property. The intent would be to complete tree removal to help reduce frost/ice on the road during inclement weather, and restrict any future development access to the arterial roadway.

BUDGET IMPACTS:

None.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

12/01/2021 Item #2.

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 to Accept the Donation
of Property from Prineville Water Co. to
Deschutes County

*
*
*
*

ORDER NO. 2021-062

WHEREAS, the Board of County Commissioners of Deschutes County has authorized accepting a donation of a 0.70-acre property from Prineville Water Co. known as Map and Tax Lot 211106B000400, located on Huntington Road approximately one (1) mile north of La Pine State Recreation, La Pine, Oregon 97739; and

WHEREAS, Prineville Water Co. requested Deschutes County consider accepting the donation of property for zero dollars; and

WHEREAS, Deschutes County has determined that accepting the donation would be beneficial to Deschutes County for the purpose of furthering public interest; and

WHEREAS, necessary documents to finalize and to complete the donation will be required including but not limited to signing a deed acceptance on behalf of Deschutes County as the grantee; 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 accepting the donation of a 0.70-acre property from Prineville Water Co. to Deschutes County known as Map and Tax Lot 211106B000400, located on Huntington Road approximately one (1) mile north of La Pine State Recreation, La Pine Oregon, 97739.

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

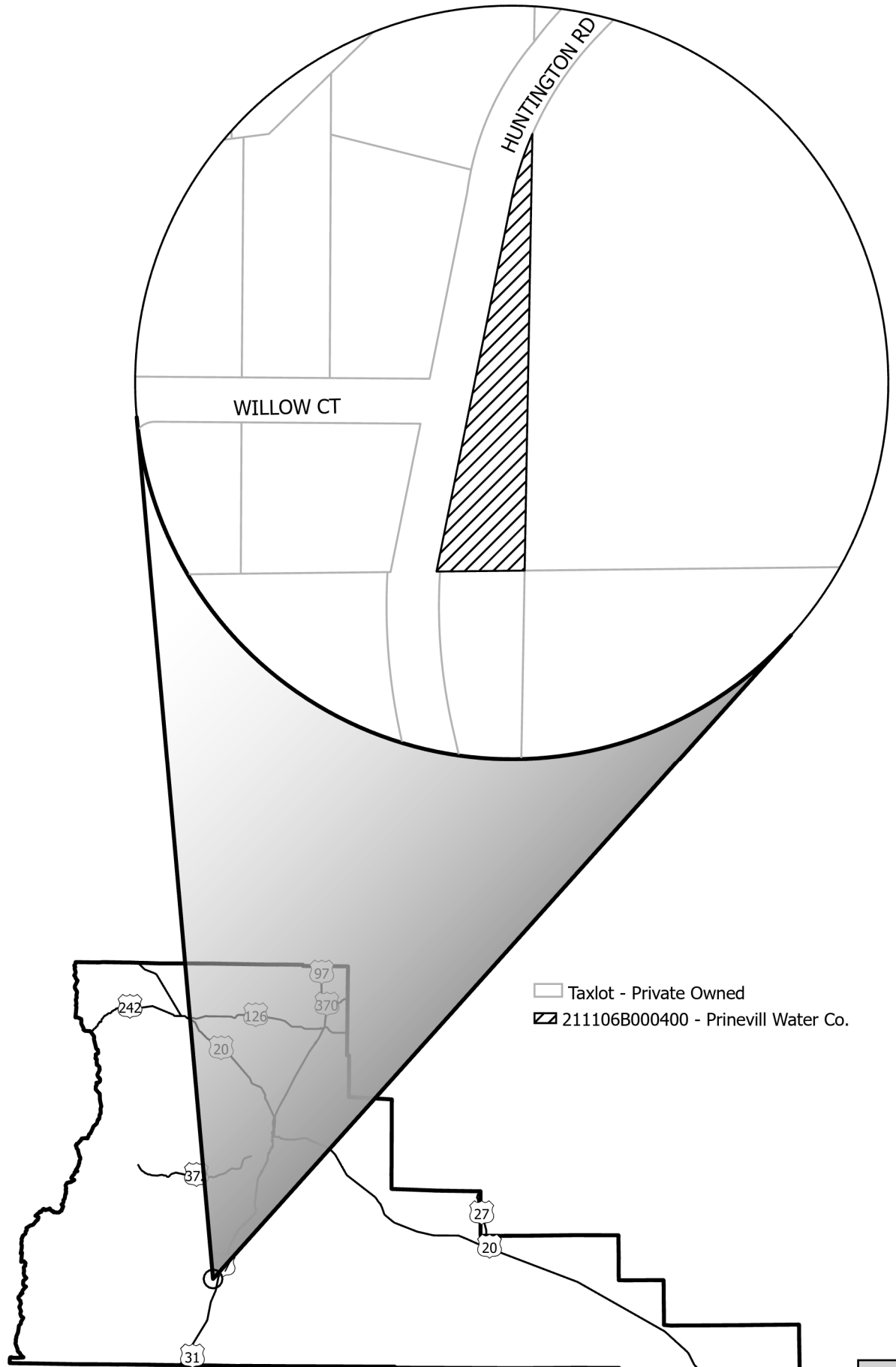


DESCHUTES COUNTY VICINITY MAP

Maptax #211106B000400
Doc# 155-1816- 0.70 Acres

12/01/2021 Item #2.

N



- Taxlot - Private Owned
- ▨ 211106B000400 - Prinevill Water Co.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, December 1, 2021

SUBJECT: Consideration of Board Signature for Order No. 2021-063, authorizing the Deschutes County Property Manager to execute the documents associated with accepting the donation of a 0.11-acre property

RECOMMENDED MOTION:

Move to approve and sign Board Order No. 2021-063, authorizing the Deschutes County Property Manager to execute the documents associated with accepting the donation of a 0.11-acre property from Prineville Water Co. to Deschutes County known as Map and Tax Lot 171316C004000, located at the intersection of McGrath Road and Peacock Lane and approximately 1-mile southeast of Powell Butte Highway, Bend

BACKGROUND AND POLICY IMPLICATIONS:

Counsel representing the Purcell family inquired on behalf of the family whether the County would consider acquiring a remnant property that is currently under the ownership of Prineville Water Co.

The subject property is 0.11-acres known as Map and Tax Lot 171316C004000, located in unincorporated Deschutes County at the intersection of McGrath Road and Peacock Lane and approximately 1-mile southeast of Powell Butte Highway. The Zoning is Multiple Use Agricultural 10-Acre Minimum (MUA10), and the Real Market Value (RMV) as determined by the Assessor's Office is \$110.

Deschutes County Road Department confirmed it would be beneficial to acquire this property due to its location in the intersection with the intent of dedicating the property to public road right-of-way through a future Board action.

BUDGET IMPACTS:

None.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

LEGAL COUNSEL

12/01/2021 Item #3.

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 to Accept the Donation of Property from Prineville Water Co. to Deschutes County

*
*
*
*

ORDER NO. 2021-063

WHEREAS, the Board of County Commissioners of Deschutes County has authorized accepting a donation of a 0.11-acre property from Prineville Water Co. known as Map and Tax Lot 171316C004000, located at the intersection of McGrath Road and Peacock Lane and approximately 1-mile southeast of Powell Butte Highway, Bend, Oregon 97701; and

WHEREAS, Prineville Water Co. requested Deschutes County consider accepting the donation of property for zero dollars; and

WHEREAS, Deschutes County has determined that accepting the donation would be beneficial to Deschutes County for the purpose of furthering public interest; and

WHEREAS, necessary documents to finalize and to complete the donation will be required including but not limited to signing a deed acceptance on behalf of Deschutes County as the grantee; 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 accepting the donation of a 0.11-acre property from Prineville Water Co. to Deschutes County known as Map and Tax Lot 17136C004000, located at the intersection of McGrath Road and Peacock Lane and approximately 1-mile southeast of Powell Butte Highway, Bend, Oregon 97701

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

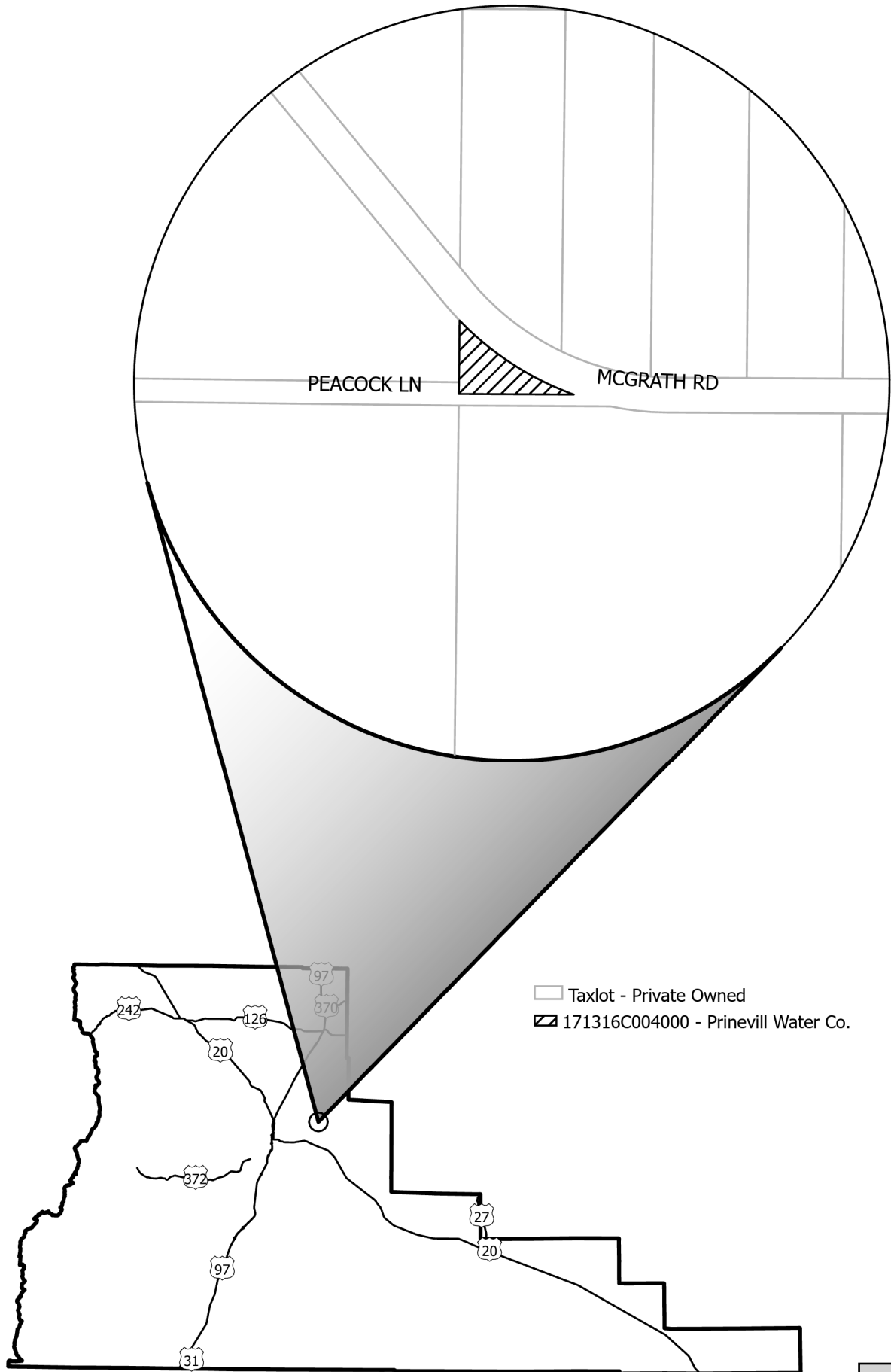
PATTI ADAIR, Commissioner



DESCHUTES COUNTY VICINITY MAP

Maptax #171316C004000
Doc# 2003-111702 - 0.11 Acres

N
12/01/2021 Item #3.





**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 12/1/21

SUBJECT: Public Hearing and Consideration of Order 2021-061 Approving Annexation to Rural Fire District #2

RECOMMENDED MOTION:

Move approval of Order 2021-061

BACKGROUND AND POLICY IMPLICATIONS:

Kody and Kristina Fordyce and Kent and Kathy Fordyce filed a petition to annex property into Rural Fire District #2. The District approved the petition. The Assessor's Office and County Clerk certified the petition and Community Development reviewed it for consistency with the County's comprehensive plan.

BUDGET IMPACTS:

None

ATTENDANCE:

Dave Doyle, Legal Counsel



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Fordyce annexation into Rural Fire District #2 * ORDER NO. 2021-061 *

WHEREAS, Kody and Kristina Fordyce and Kent and Kathy Fordyce ("Petitioner") submitted a petition requesting annexation of their property, identified in Exhibit A in the petition attached to this Order, into Rural Fire District #2 ("District"); and

WHEREAS, the Deschutes County Clerk's Office and Assessor's Office verified that the petition was signed by a registered voter or a landowner, respectively, for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on December 1, 2021, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

Section 4. The purpose of this District is to provide fire protection services.

Dated this ___ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, CHAIR

PHIL CHANG, VICE CHAIR

ATTEST:

Recording Secretary

PATTI ADAIR, COMMISSIONER

PETITION TO ANNEX PROPERTY INTO
Deschutes County Rural Fire Protection Dist. #2
(Name of District) (DCRFPD #2)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 9/27/21 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into DCRFPD #2 (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of DCRFPD #2 (name of district) approved the petition pursuant to ORS 198.850 on 9/14/21 (insert date).
4. The principal act for DCRFPD #2 (name of district) is ORS

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the 27th day of, 2021.
6. The property street address(es) of land for annexation (if known) is/are 60950 Groff rd Bend OR 97702 and the total acreage is 9.83 acres. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 27th day of September, 2021 by Kody Fordyce, Chief Petitioner(s).

[Signature]
Signature

23055 Bacchus Ln, Bend, OR, 97702
Address, City, State, ZIP

DATED this ___ day of _____, 20__

DATED this ___ day of _____, 20__

Approved by the Board of

(if applicable) Approved by City of

Name of District

City Signature

District Signature

City Signature

By: _____
(Print Name)

By: _____
(Print Name)

Title: _____

Title: _____

PETITION TO ANNEX PROPERTY TO DESCHUTES COUNTY RURAL FIRE PROTECTION DISTRICT #2

To: The Board of County Commissioners Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.705 to 198.955
2. This annexation Petition affects only Deschutes County and Deschutes County Rural Fire Protection District #2 (DCRFPD #2)
3. The principal act for DCRFPD #2 is ORS 478.0-01, et seq.
4. The territory that is subject to this petition for annexation is primarily inhabited. The attached petitions in support of this annexation are signed by land owners and registered voters in the area proposed to be annexed as indicated opposite their respective signatures, and that all signatures were obtained on or after the 25th day of August, 2021
5. It is requested that the proceedings be taken for the annexation of said territory to Deschutes County Rural Fire Protection District #2, Deschutes County, Oregon. A description of the boundaries of the territory to be annexed is attached hereto and marked Exhibit "A".
6. That said petition has been signed by 15 percent of the electors, or 100 electors' whichever number is lesser, or 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.

Dated this 25th day of August, 2021.

NAME Kody + Kristina Fordyce NAME Kent + Kathy Fordyce

ADDRESS 60950 Groff rd ADDRESS 60950 Groff rd

Bend OR 97702

Bend OR 97702

PHONE 503-330-5213

PHONE 503-330-5972

Approved by the Board of directors of Deschutes County Rural Fire Protection District #2 this 14th day of September, 2021

Approved by City of Bend

Board of Directors DCRFPD #2

By: [Signature]
Fire Chief

By: [Signature]
Board President

Security Deposit

SEL 704

Special District Formation or Reorganization

rev 01/18
ORS 198.775

Formation

Annexation

Withdrawal

Dissolution

District and Precinct Information

Name of District

Deschutes County Rural Fire Protection District #2

Number of Precincts in District

Amount of Deposit per Precinct

Total Deposit (max of \$10,000)

Chief Petitioners

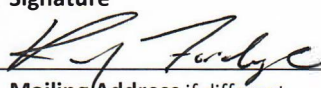
I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of

~~Kody Fordyce~~^{KF} DCRFPD #2 district exceeds the deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print

Kody Fordyce

Signature



Residence

23055 Bacchus Ln

Mailing Address if different

City

Bend

State

OR

Zip Code

97702

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Kristina Fordyce

Signature

Residence

" "

Mailing Address if different

City

" "

State

" "

Zip Code

" "

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Kent Fordyce

Signature

Residence

" "

Mailing Address if different

City

" "

State

" "

Zip Code

" "

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Continued on the reverse side of this form

Person/Organizations Providing Any Part of Cash/Security Deposit					
Name print <i>Kathy Fordyce</i>			Signature		
Residence " "			Mailing Address if different		
City " "	State " "	Zip Code " "	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input checked="" type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit


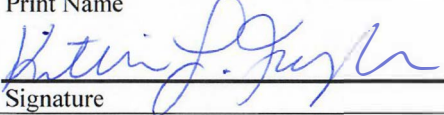


Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Additional Description
<p>*Provide additional description of security deposit below, on the back of this form or on separate sheets. Additional contributors may be listed on separate sheets and attached.</p>

EXHIBIT A

12/01/2021 Item #10.

NAME OF DISTRICT: Deschutes County Rural Fire Protection District #2 Withdrawal Annexation
 (DCRFPD#2)

PRIN T N A M E	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Kody Fordyce</u> Print Name  Signature	<u>10-6-21</u> Date	<u>60950 Groff rd Bend OR 97702</u> PROPERTY ADDRESS <u>23055 Bacchus Ln Bend OR 97702</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Ac reage <u>9.83</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 <u>Kristina Fordyce</u> Print Name  Signature	<u>10-6-21</u> Date	<u>60950 Groff rd Bend OR 97702</u> PROPERTY ADDRESS <u>23055 Bacchus Ln Bend OR 97702</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Ac reage <u>9.83</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3 <u>Kent Fordyce</u> Print Name  Signature	<u>10-6-21</u> Date	<u>60950 Groff rd Bend OR 97702</u> PROPERTY ADDRESS <u>23055 Bacchus Ln Bend OR 97702</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Ac reage <u>9.83</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
4 <u>Kathy Fordyce</u> Print Name  Signature	<u>10-6-21</u> Date	<u>60950 Groff rd Bend OR 97702</u> PROPERTY ADDRESS <u>23055 Bacchus Ln Bend OR 97702</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Ac reage <u>9.83</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Ac reage _____ Registered Voter Yes _____ No _____ Pre _____

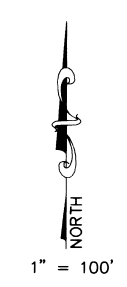
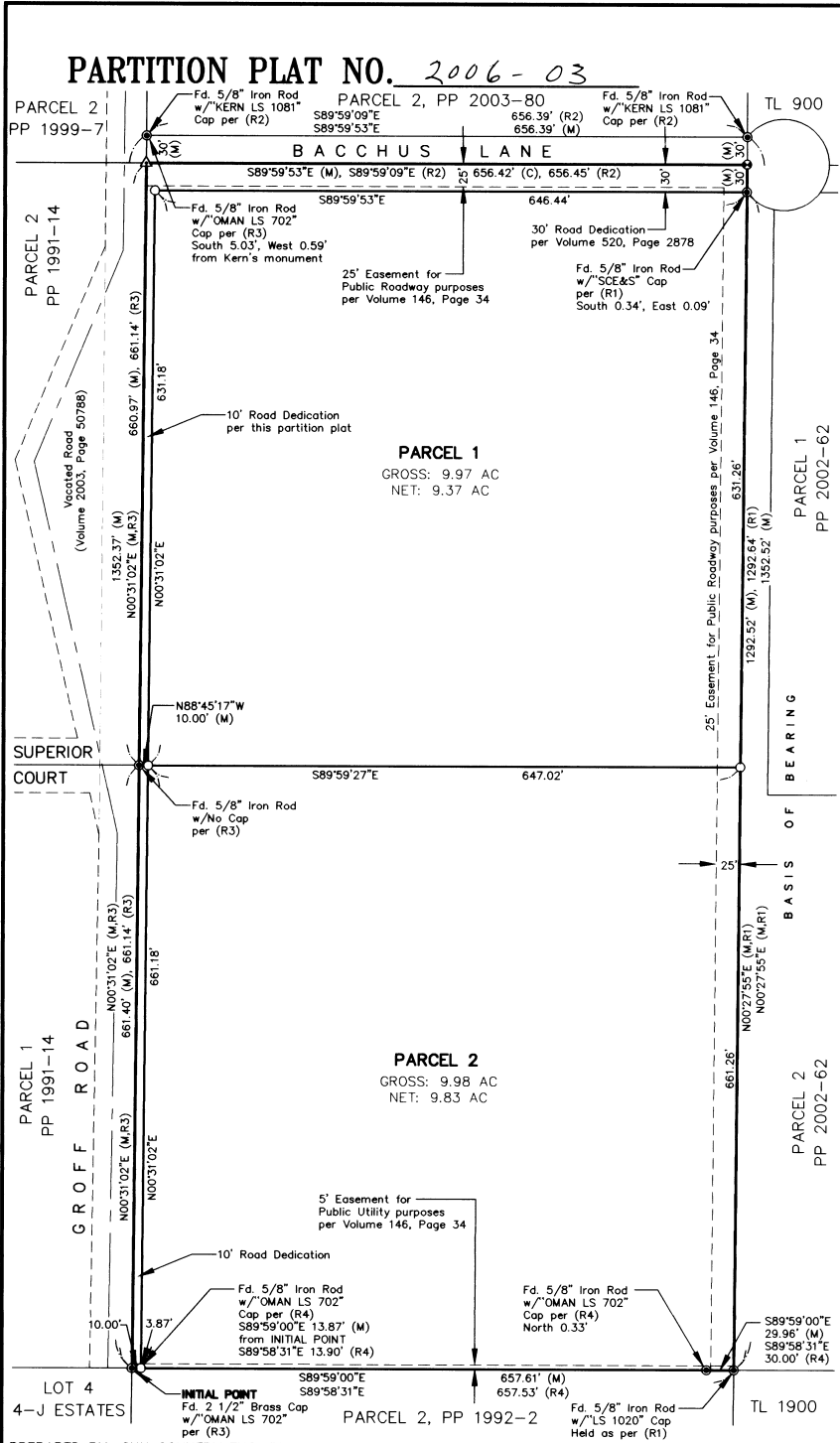
I, Kody Fordyce, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: 

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 6th day of October, 2021
 Notary Public for Oregon Rachelle Diane Jeffers My Commission Expires: 01/25/2021



(affix notary stamp)

Signature Rachelle Jff



LAND PARTITION
 MP 05-16 DECEMBER 5, 2005
 LOCATED IN THE WEST ONE-HALF OF
 THE NORTHWEST ONE-QUARTER OF THE
 SOUTHEAST ONE-QUARTER OF SECTION 16,
 TOWNSHIP 18 SOUTH, RANGE 13 EAST, WILLAMETTE
 MERIDIAN, DESCHUTES COUNTY, OREGON

APPROVALS:

- Mike Berry 12-22, 2005
DESCHUTES COUNTY SURVEYOR
- Michael M. Deh 2-1-2006
DESCHUTES COUNTY COMMISSIONER
- Thomas E. Blue 12/23, 2005
DESCHUTES COUNTY PUBLIC WORKS DIRECTOR
- Sharon L. Johnson 1/31, 2006
DESCHUTES COUNTY PLANNING DIRECTOR
- Jan Williams 1/11, 2006
DESCHUTES COUNTY ENVIRONMENTAL HEALTH DIRECTOR

NOTE: Signature by the Deschutes County Commissioners constitutes acceptance by Deschutes County of any dedication made herein to the Public.

I hereby certify that all taxes are paid as of this date.

Maryellenne Kay Carol Chadler 1-5, 2006
DESCHUTES COUNTY TREASURER & TAX COLLECTOR

I hereby certify that all ad valorem taxes, special assessments, fees, and other charges required by law to be placed on the 2005-2006 tax rolls which became a lien or will become a lien on the partition during this tax year, but not yet certified to the Tax Collector for collection, have been paid to me.

Carl Langdon Kay Ronald West 1-5, 2006
DESCHUTES COUNTY ASSESSOR

NOTE: No Water Rights or District

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, that JOHN RUSSELL WARD, deceased, Trustee of "The John Russell Ward 1999 Trust", and MARGARET WARD-CLANCY, a successor trustee of "The John Russell Ward 1999 Trust", have caused said lands to be partitioned into separate parcels in accordance with the provisions of O.R.S. Chapter 92, and hereby dedicate to the public forever the roads as shown on this plat; and hereby submit for approval and record said plat of LAND PARTITION MP 05-16.

SURVEYOR'S CERTIFICATE:

I, MICHAEL W. TYE, a Registered Professional Land Surveyor in and for the State of Oregon being first duly sworn depose and say that I or those under my direct supervision have correctly surveyed and marked with legal monuments the land shown on this partition plat map and that the following is a true and correct description of said land to-wit and the INITIAL POINT is a 2 1/2" Brass Cap for the Center-South One-Sixteenth (1/16) corner of Section 16:

The West One-Half of the Northwest One-Quarter of the Southeast One-Quarter (W 1/2 NW 1/4 SE 1/4) of Section Sixteen (16), Township Eighteen (18) South, Range Thirteen (13) East, Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM that portion dedicated to the public for roadway and utility purposes in instrument recorded November 6, 1998 in Book 520, Page 2878, Deed Records, Deschutes County Oregon.

SURVEYOR'S NARRATIVE:

The purpose of this survey was to partition that property described above. Control for this survey was based on monuments found in the referenced surveys hereon this survey plat. The property was partitioned as requested by our client. Monuments found and set during the course of this survey are as shown on this partition plat.

CONSENT AFFIDAVIT:

A Partition Plat Consent Affidavit from MARGARET WARD-CLANCY, Successor Trustee of "The John Russell Ward 1999 Trust", has been recorded in Volume 2016 Page 7653, Deschutes County Records.

LEGEND

- = Found monument as noted
- = Set 5/8" Iron rod with cap marked "SCE&S", unless noted otherwise
- △ = Center 1/4 corner, Section 16
Set 5/8" Iron rod with cap marked "SCE&S"
- = Center-West-East 1/64 corner, Section 16
Set 5/8" Iron rod with cap marked "SCE&S"
- (R1) = Partition Plat No. 2002-62 by Sun Country Engineering and Surveying Inc. (CS15061).
- (R2) = Partition Plat No. 2003-80 by Jeff Kern (CS15676).
- (R3) = Partition Plat No. 1991-14 by Raymond Oman (CS04298).
- (R4) = Partition Plat No. 1992-2 by Raymond Oman (CS07781).
- (M) = Measured, (C) = Calculated



After recording return to:
First American Title
395 SW Bluff Drive, Suite 100
Bend, OR 97702



After recording return to:
Kent Fordyce and Kathy Fordyce
60950 Groff Road
Bend, OR 97702

Until a change is requested all tax
statements shall be sent to the
following address:
Kent Fordyce and Kathy Fordyce
60950 Groff Road
Bend, OR 97702

File No.: 7061-3676140 (JNR)
Date: February 08, 2021

THIS SPACE RESERVED FOR RECORDER'S USE

Deschutes County Official Records		2021-21949
D-D		04/07/2021 02:54 PM
Stn=1 BN		\$98.00
\$10.00 \$11.00 \$10.00 \$61.00 \$6.00		

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon,
certify that the instrument identified herein was recorded in the Clerk
records.
Nancy Blankenship - County Clerk

STATUTORY WARRANTY DEED

David McDonald and Elizabeth McDonald, as tenants by the entirety, Grantor, conveys and warrants to **Kent Fordyce and Kathy Fordyce as tenants by the entirety and Kody Fordyce and Kristina Fordyce as tenants by the entirety, not as tenants in common but with rights of survivorship**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Deschutes, State of Oregon, described as follows:

PARCEL 2 OF PARTITION PLAT 2006-03, DESCHUTES COUNTY, OREGON.

Subject to:

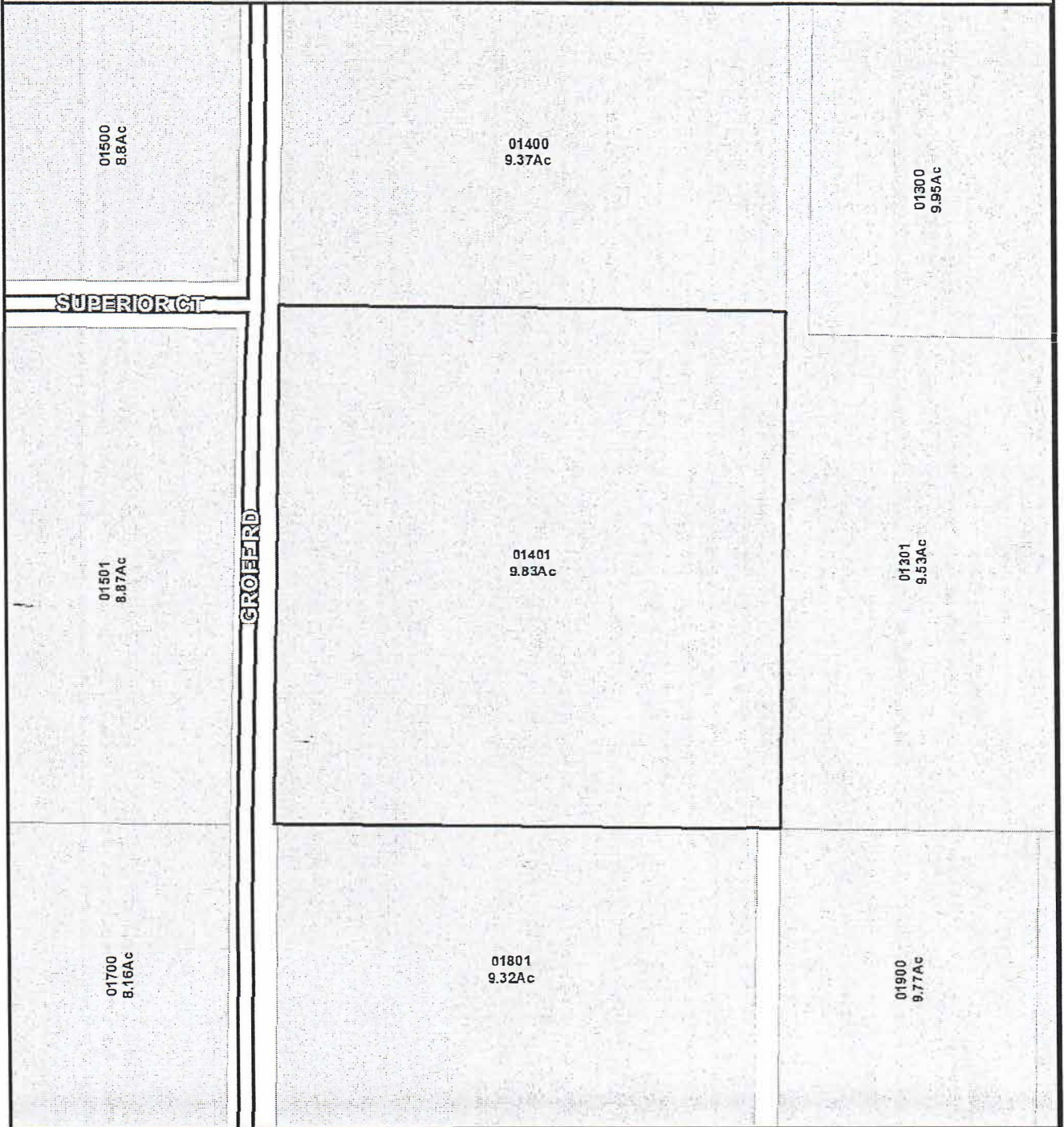
1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$440,000.00**. (Here comply with requirements of ORS 93.030)



First American Title

181316 00 01401, 181316 00 01401
60950 Groff Rd
Bend, OR 97702



Taxlot

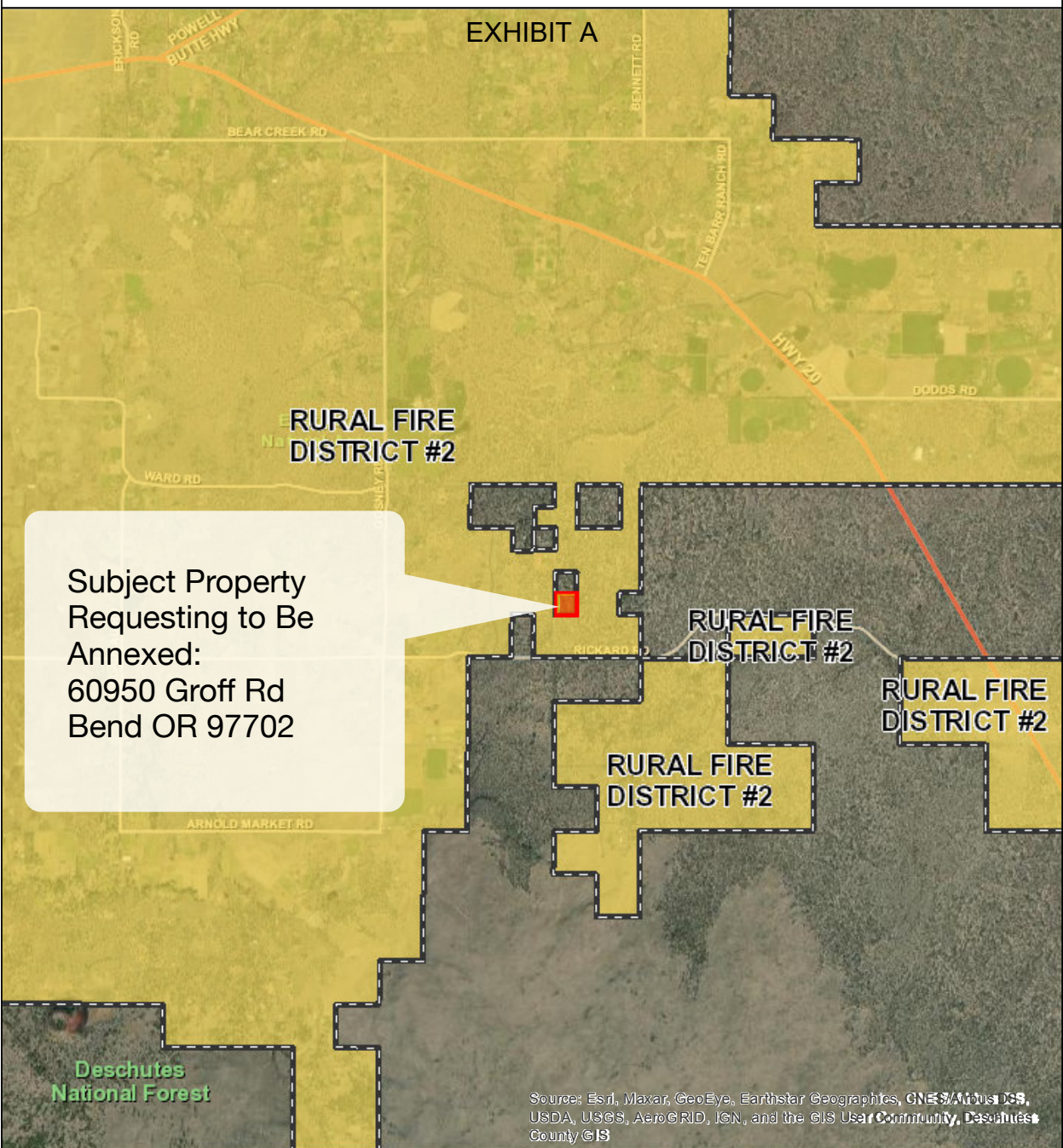


Subject

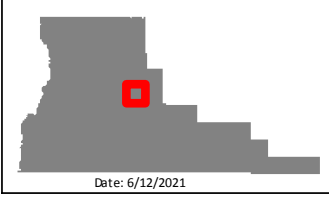
Taxlot

2/9/2021

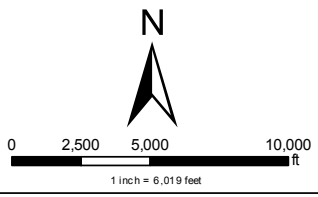
First American Title Insurance Company makes no express or implied warranty respecting the information presented and assumes no responsibility for errors or omissions. FIRST AMERICAN, the Eagle logo, and FIRST AMERICAN TITLE INSURANCE COMPANY are trademarks owned by First American Financial Corporation. Information is provided by Home Junction. <https://www.homejunction.com/> School information is copyrighted and provided by GreatSchools.org. <https://www.greatschools.org>

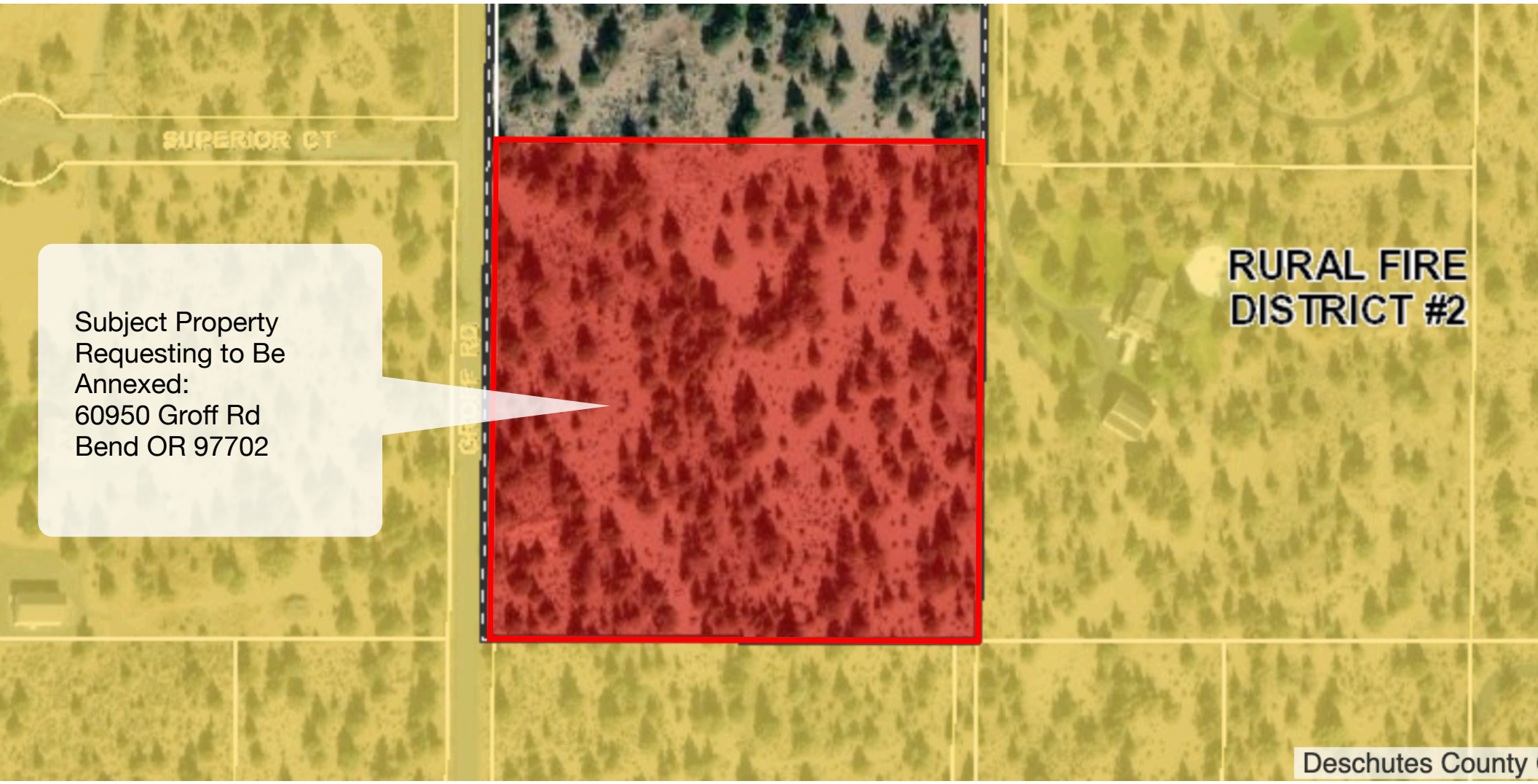


Subject Property
Requesting to Be
Annexed:
60950 Groff Rd
Bend OR 97702



Date: 6/12/2021





Subject Property
Requesting to Be
Annexed:
60950 Groff Rd
Bend OR 97702

EXHIBIT B



**DESCHUTES COUNTY ASSESSOR'S OFFICE
CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | **Fax:** (541) 382-1692

Website: <https://www.deschutes.org/assessor>

Property Info: <https://dial.deschutes.org/>

November 1, 2021

Steve Dennison

Deschutes County Clerk

Re: **Petition for Rural Fire Protection District #2** (Fordyce)

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

Gregg Rossi



Gregg Rossi | Chief Cartographer

Deschutes County Assessor's Office, Cartography Dept.

1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692



County Clerk

**Petition for Annexation to
Deschutes County Rural Fire Protection District #2
(60950 Groff Rd, Bend)**

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

Dated this 29th day of October, 2021.

Steve Dennison
Deschutes County Clerk



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Peter Gutowsky, AICP, Director

DATE: October 20, 2021

SUBJECT: Land Use Compatibility / Rural Fire Protection District #2

The materials contained in the petition to annex 60950 Groff Road are consistent with Title 18, County Zoning, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address Rural Fire Protection District #2 and annexation.¹

¹ Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 1, 2021

SUBJECT: Consideration of Board approval and Chair signature of OHA #166040-5, Document #2021-908.

RECOMMENDED MOTION:

Move approval and Chair signature of OHA #166040-5, Document #2021-908.

BACKGROUND AND POLICY IMPLICATIONS:

The IGA between the Oregon Health Authority and Deschutes County outlines the program descriptions and funding for Deschutes County’s Public Health Division for fiscal years 2021-2023.

This amendment modifies funding for the following Service Element:

PE04 – Aid & Assist - \$167,227.65; funding for the provision of community-based competency restoration with required reporting. Funding is for the term April 1, 2021 to June 30, 2021.

BUDGET IMPACTS:

\$167,227.65.

ATTENDANCE:

Kara Cronin, 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/Consultant Name:

Contractor Contact:

Type of Document:

Goods and/or Services: The Intergovernmental Agreement (#166040) outlines the services and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services for January 1, 2021 to December 31, 2021.

This amendment #5 modifies the funding for Service Element #4, Aid & Assist Project, \$167,227.65, for the provision of community-based competency restoration with required reporting. Funding is for the period April 1, 2021 through June 30, 2021.

Background & History: The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power. OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians.

OHA knows what it needs to do to improve health care: focus on health and preventive care, provide care for everyone and reduce waste in the health care system. OHA includes most of the state's health care programs, including Mental Health, the Oregon Health Plan, Healthy Kids, employee benefits and public-private partnerships. This gives the state greater purchasing and market power to begin tackling issues with costs, quality, lack of preventive care and health care access.

OHA is working to fundamentally improve how health care is delivered and paid for, but because poor health is only partially due to lack of medical care, OHA will also be working to reduce health disparities and to broaden the state's focus on prevention.

The Health Authority will transform the health care system in Oregon by:

- Improving the lifelong health of Oregonians
- Increasing the quality, reliability, and availability of care for all Oregonians
- Lowering or containing the cost of care so it's affordable to everyone

Agreement Starting Date:

Ending Date:

Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

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

Funding Source: (Included in current budget? Yes No

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

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

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:

Deputy Director Approval:

Director Approval:

Signature: Janice Garceau
Janice Garceau (Nov 9, 2021 06:40 PST)

Signature: George A Conway
George A Conway (Nov 16, 2021 10:47 PST)

Email: janice.garceau@deschutes.org

Email: george.conway@deschutes.org

Title: Behavioral Health Director

Title: Director

Company: Deschutes County Health Services

Company: Deschutes County Health Dept

Distribution of Document: Grace Justice Evans at Health Services.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number: 2021-908

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**FIFTH AMENDMENT TO
 OREGON HEALTH AUTHORITY
 2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
 HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND
 PROBLEM GAMBLING SERVICES AGREEMENT #166040**

This Fifth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

6. Signatures.

Deschutes County

By:

Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Shawn Kintner on June 23, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0417

CONTRACT#: 166040

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SE#
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FISCAL YEAR: 2020-2021

BASE	AID & ASSIST PROJECT											
4	804	AAP	4/1/2021 - 6/30/2021	0 /N/A		\$167,227.65	\$0.00	A	1	Y		0
TOTAL FOR SE# 4						\$167,227.65	\$0.00					
TOTAL FOR 2020-2021						\$167,227.65	\$0.00					
TOTAL FOR M0417 166040						\$167,227.65	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 06/21/2021

Contract#: 166040
REF#: 006

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds are added by the Legislature to increase resources for providing community-based competency restoration with required reporting.



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 1, 2021

SUBJECT: Oregon Living With Fire (OLWF) update for Deschutes County Commissioners and County Administrator.

RECOMMENDED MOTION:

Move approval of _N/A_____.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Living With Fire, replaced the original program entitled, Central Oregon Cohesive Strategy Initiative in 2019. *The Central Oregon Cohesive Strategy Initiative (program) originally began in 2015 and became institutionalized in 201. Five counties (Crook, Deschutes, Jefferson, Klamath and Lake), the Forest Service and Bureau of Land Management became signatory to the agreements and contributed funding to the program. This support continues today, although Lake County chose to not contribute to the financial support.*

The purpose of the OLWF update is to provide the most current program of work (approved by the OLWF Steering Committee), new memberships, future grant opportunities, latest science for prioritization of wildland fuels treatments, and announcement of a Central Oregon event, which convenes stakeholders to address priorities, barriers and opportunities with forthcoming funding from the Infrastructure Legislation, Senate Bill 762 and other funding sources.

The primary focus of OLWF is the implementation of the National Cohesive Wildland Fire Strategy, which includes landscape resiliency, fire adapted communities, and integrated wildland fire response.

BUDGET IMPACTS:

NONE

ATTENDANCE: Jodie Barram, Co-Program Lead; Jennifer Fenton, Co-Program Lead; Joe Stutler, Deschutes County Senior Advisor and Contract Administrator

OREGON LIVING WITH FIRE – 2021-2022 Program of Work



MISSION STATEMENT: Guided by the National Cohesive Wildland Fire Management Strategy’s framework and vision: To safely and effectively extinguish fire when needed; use fire where allowable; manage our natural resources; and as a nation learn to live with wildland fire.

There are three primary goals that are necessary to achieving the vision.

1. Restore and maintain resilient landscapes
2. Create fire adapted communities
3. Safe and effective wildfire response

<u>Objective</u>	<u>CS Goal</u>	<u>Activity</u>	<u>When</u>	<u>Outcomes/Notes</u>
Partnerships	Resilient Landscape & Fire Adapted Comm	Maintain and enhance partnerships with local Collaborative groups by attending regular meetings and participating as appropriate in local related field activities i.e., Ochoco Collaborative, Klamath Lake Forest Health Project, Deschutes Collaborative Forest Project; add capacity to these existing groups e.g., communication strategy and grant writing.		Jodie has been attending DCFP meetings. KLFHP and OFRC meetings are scheduled for late October. Jodie will be participating with DCFP Outreach Committee.
	All Goals	Build relationships with non-traditional partners within the landscape i.e., builders, realtors, utility companies, etc.	Dec 2022	Jodie has a contact at Pacific Power to follow up with.
	Fire Adapted Comm & Response	Create & Maintain relationships with Rangeland Protection Associations	Dec 2022	Jodie
	Resilient Landscape & Fire Adapted Comm	Maintain relationship with Pacific Northwest sub-network, and the National Fire Adapted Communities & Fire Learning Networks.		Jodie Ongoing item unless otherwise determined
	All Goals	Develop new relationships with other stakeholders across the landscape		Jodie is reaching out to the Oregon State Fire Marshal’s office. Joe is working with the Tribe at Warm Springs on a new technology, e.g. Fire Water delivery system to be deployed on a spring prescribed fire.
	All Goals	Maintain relationships with Central Oregon Fire Chief’s Association, Project Wildfire, Smoke and Public Health, & other groups.		Jodie has been attending Project Wildfire and COFCA meetings. Jen may join the October COFCA meeting to be introduced virtually.
	All Goals	Engage with US Forest Service Region 6, local forests & Oregon Department of Forestry to promote Shared Stewardship in Central Oregon	Dec 2022	Jodie is re-engaging now that the fire year is slowing down.

	All Goals	Maintain partnership with the National Cohesive Strategy efforts with the Western Region		Jodie is on the email distribution list and shares information with partners. She attends the Western Region meetings virtually.
	All Goals	Research & explore funding and/or co-sponsorship opportunities for known and unknown activities (i.e., engaging Federal Contacts for supplemental funding for Forest Activities; additional funding from National Fire Adapted Communities Learning Network for FAC in 4-County area; Rural & Economic development opportunities)	Jan 2022	Jen BRIC, SB 762, and related grant opportunities
	Resilient Landscape & Fire Adapted Comm	Facilitate the creation of all hands, all lands groups committed to working across boundaries & look for tie in with shared stewardship	Dec 2022	Jodie
	Resilient Landscape	Build partnerships to boost biomass utilization throughout the region, i.e., local solid waste companies; biomass in Crook County	Dec 2022	Jodie is engaging with Crook County on this.
	All Goals	Utilize Oregon Living With Fire (OLWF) as a venue to discuss and coordinate approaches to secure <ul style="list-style-type: none"> legislatively approved funding from the Federal Infrastructure Bill, SB762, and Oregon Transportation Bill, agency funding like NRCS, BLM FS, ODF and others, and grant funding like BRIC and others to maximize local benefits related to the Wildfire Risk Reduction Strategy.	Dec 2022	<i>Added in October 2021</i>
Communications	All Goals	Explore the development and printing of educational materials i.e., Success stories for events; Have customized outreach materials for different user groups within the 4-county landscape.	Dec 2022	Jodie
	Potential All Goals	Plan & facilitate at least one learning lab in the landscape	Dec 2022	Jodie
	All Goals	Continue to build relationships with local media partners & capitalize on teachable moments through media partnerships & social media platforms		Jodie re-established relationships with local media while on assignment as the on-duty PIO for the Central Oregon Interagency Dispatch Center in September.
	Resilient Landscape & Fire Adapted Comm	Plan and implement at least one live prescribed fire tour for public and elected officials	Dec 2022	Jodie will coordinate. Maybe showcasing the technology Joe and the Tribes at Warm Springs are working on would be an option.

	All Goals	Create regular Newsletter (quarterly) & Blog posts (monthly) to share news with stakeholders		https://www.oregonlivingwithfire.org/olwf-blog/ Jen Jodie sent an October newsletter to over 600 recipients via MailChimp.
	All Goals	Develop and distribute a report of stakeholder implementation stories bi-annually	Dec 2022	Jodie/Joe December 2021 June 2022 December 2022
	All Goals	Distribute an annual report for OLWF activities – social media data, how deliverables were met, financials, etc.		Jodie/Jen/Joe Report to be distributed January 2022 January 2023
	All Goals	Create a story board to illustrate work within the OLWF landscape for sharing on social media, website, etc.		Jen
	Resilient Landscape & Fire Adapted Comms	Smoke and prescribed fire messaging		Jen and Jodie shared smoke messaging on Facebook during the summer months. Prescribed fire messaging is ongoing.
	Resilient Landscape & Fire Adapted Comms	Create feedback loops for the public to provide feedback on Central Oregon Fire Info		Joe, Jodie, Jen, OLWF, etc. Since this website is maintained by Deschutes County and other partners, more discussion is needed.
	All Goals	Maintain an active online presence.		There have been four Facebook posts in 2021 that reached over 150 people. Most posts garner less than 100 views.
	Fire Adapted Comms	Continue partnership with COCC to host Wildfire Home Protection Strategies Course. Look for opportunities to present that class in more venues	Dec 2022	Jodie
Conferences & Presentations	All Goals	Attend the 4th National Cohesive Wildland Fire Management Strategy Workshop in Asheville, NC	Oct 2021	This conference was put on virtually. Joe presented and facilitated during this conference. Jen presented during this conference. Jodie helped moderate a chat during the conference. All three attended multiple sessions. October 4-8, 2021 *Jodie unavailable October 7-11.

	Response & Fire Adapted Comm	Attend the Wildland Urban Interface Conference in Reno, NV	Nov 2021	Jodie/Jen/Joe This conference is now a virtual experience November 15-16, 2021
	Fire Adapted Comm	Attend future Fire Adapted Communities Learning Network Workshops.	Apr 2022	Jodie/Jen/Joe
	All Goals	Attend the Western Region Cohesive Strategy Face to Face	June 2022	Jodie/Jen/Joe
	Response	Plan & facilitate the Pre-Season meeting with COFMS, COFCA, Agency Administrators and elected officials	May 2022	Jodie/Joe
Steering Committee	All goals	Maintain a balance of representation and leadership contribution on the OLWF Steering Committee.	Dec 2022	Added representation from the Office of the Oregon State Fire Marshal and Oregon State University Extension in November 2021. Currently there are 11 active members. Joe is discussing Steering Committee membership with the Tribes at Warm Springs.
	All goals	Provide orientation materials to new members including the governing resolution and the previous meetings' minutes.		Jodie and Joe provided to two new members.
	All goals	Establish a regular quarterly meeting schedule & face to face meeting time with OLWF steering committee.	Oct 2021	Jodie
	All goals	Grow and maintain a distribution list for the network.		Jodie/Joe

Firesheds, Quantitative Risk, PODs, & Strategic Response

Comparison of Fire Analytics Tools

Tonja Opperman, & Don Helmbrecht

23 September 2021



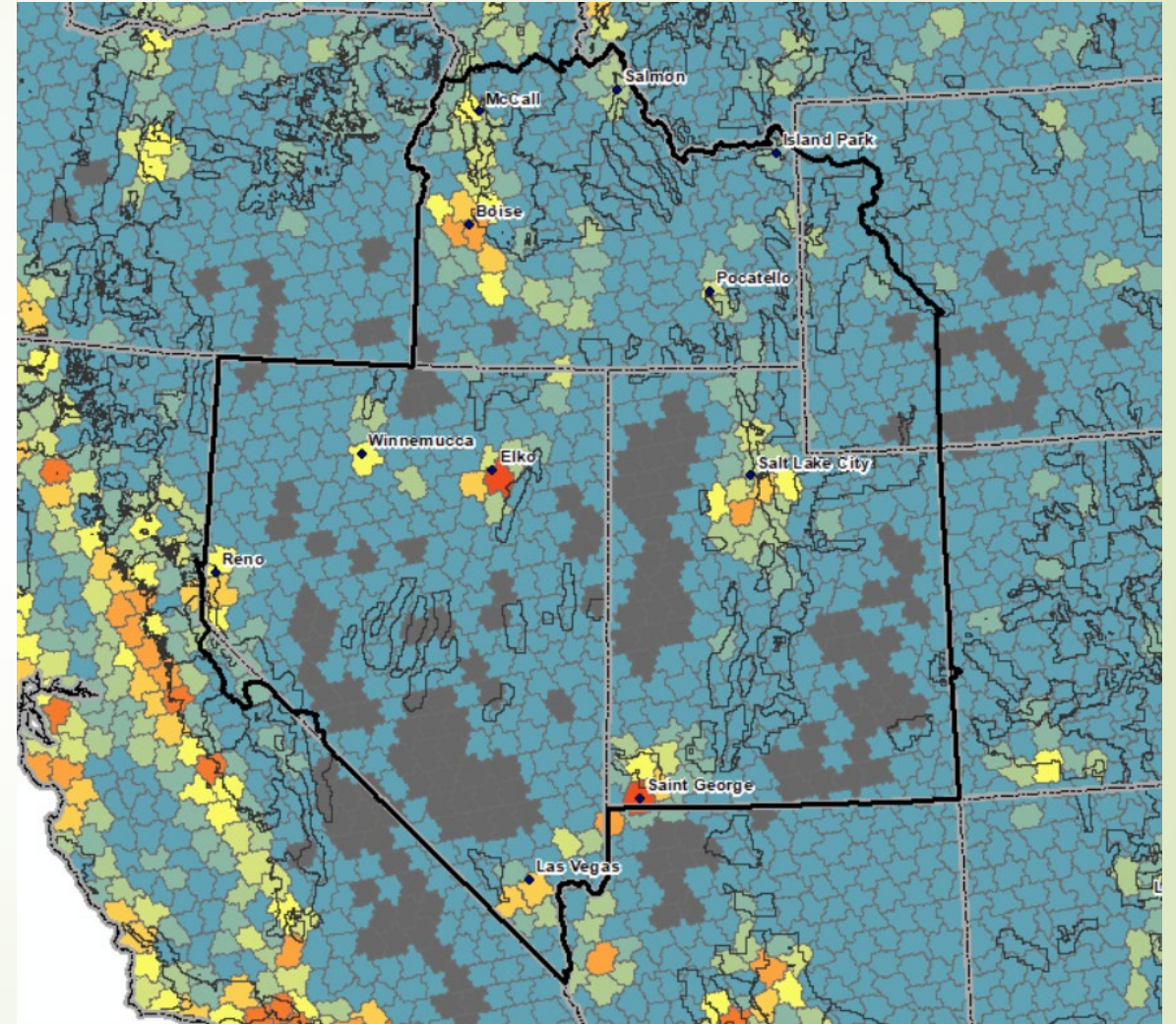
How do we use these products?

How do they relate to each other?

	Firesheds	QWRA	PODs	StratResponse
National Scale	YES	YES	n/a	n/a
Regional Scale	YES	YES	n/a	n/a
Forest Scale	NO	YES	YES	YES
Locally Editable	NO	YES	YES	YES
Risk	NO	YES	NO	YES
Likelihood	YES	YES	NO	YES
Intensity	NO	YES	NO	YES
Susceptibility/Importance	NO	YES	NO	YES
Considers WUI	YES	YES	YES	YES
Considers Non-WUI Values	NO	YES	YES	YES
Operational Tool	NO	YES	YES	YES
Fuels Planning Tool	NO	YES	NO	NO

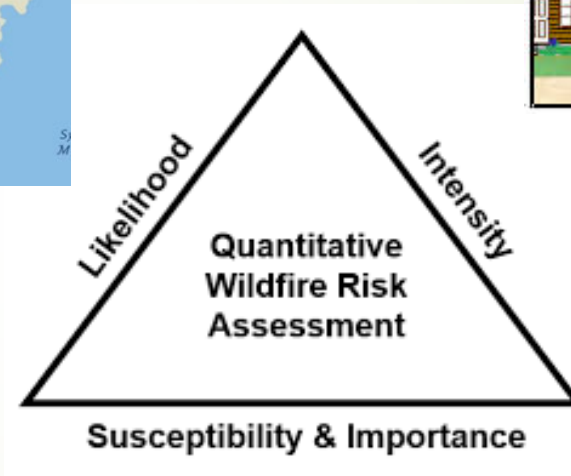
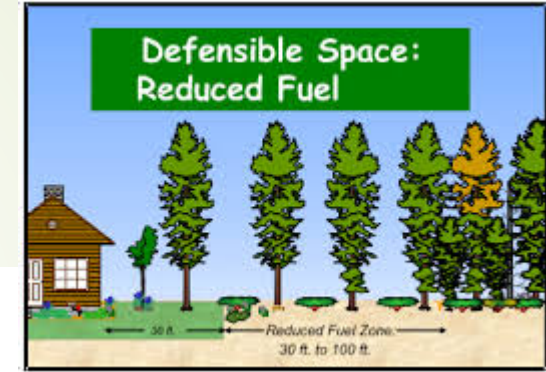
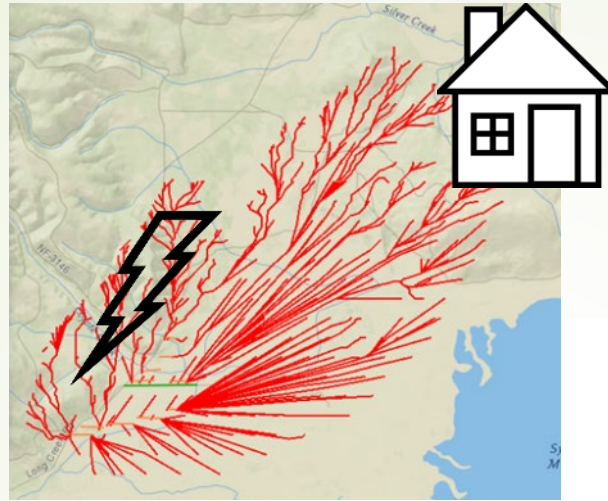
Firesheds

- Containers ~250K acres each.
- Red = SOURCE of wildfires that impact communities—*only communities*.
- High potential for national tracking of our success.
- Coarse scale






Grey means Fireshed is not a source of wildfires that impact communities.

There are many options to Reduce Risk



Academics disagree on which side of the triangle to focus to avoid loss to communities at risk.

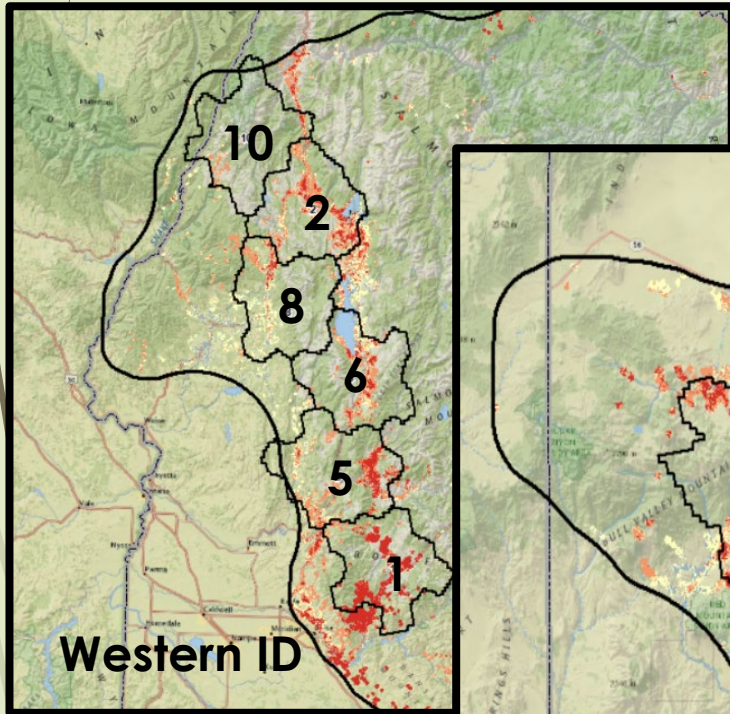
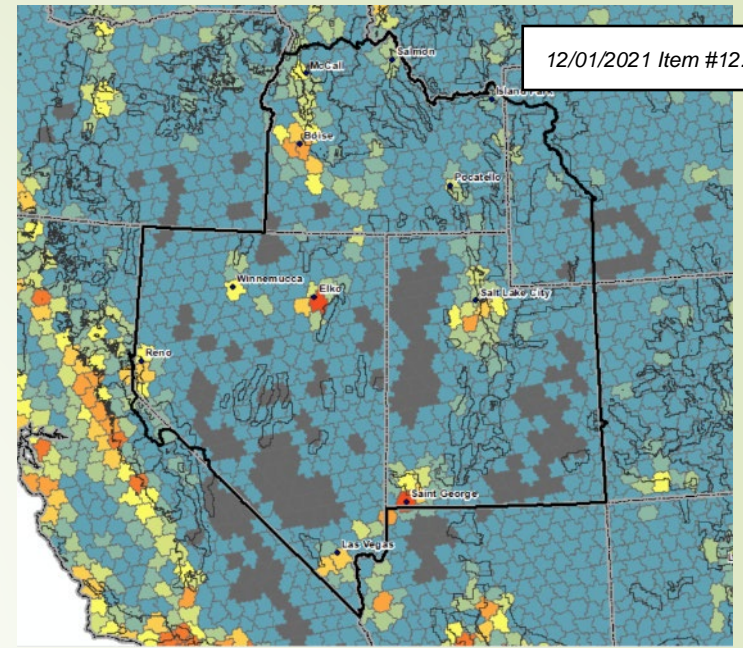
Replace roof with fire-resistant material 	Cover vents with metal mesh 	Keep gutters & decks clear 
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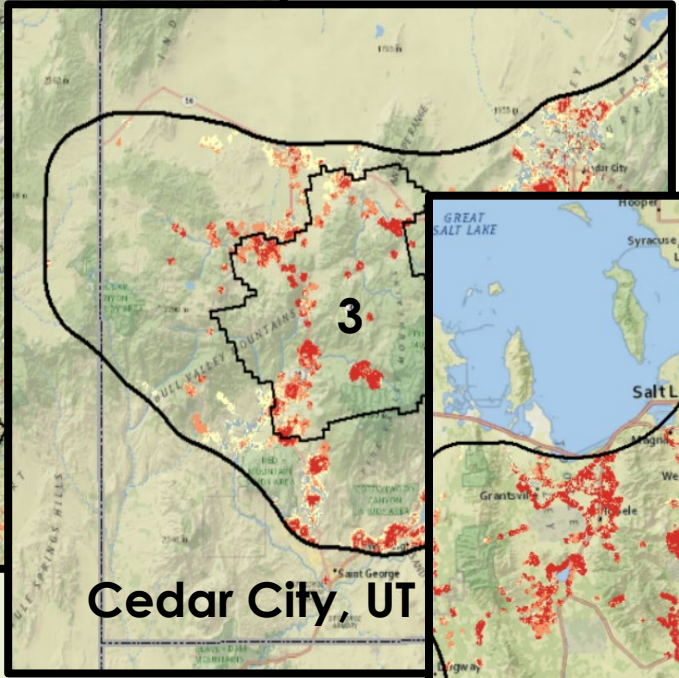
Top 10 USFS Firesheds

12/01/2021 Item #12.

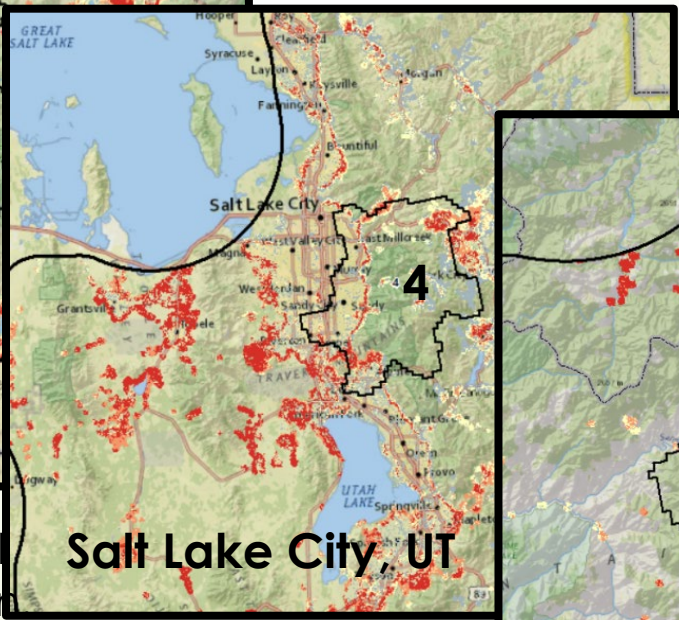
- Conifer Forest
- Treatable w/mechanical
- USFS Jurisdiction



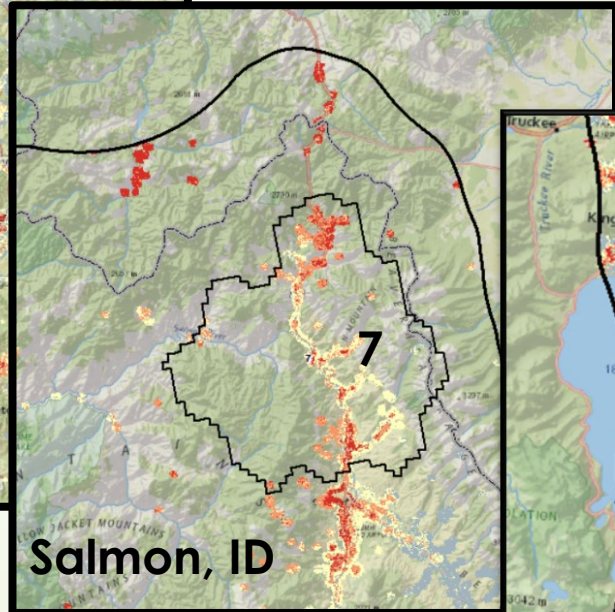
Western ID



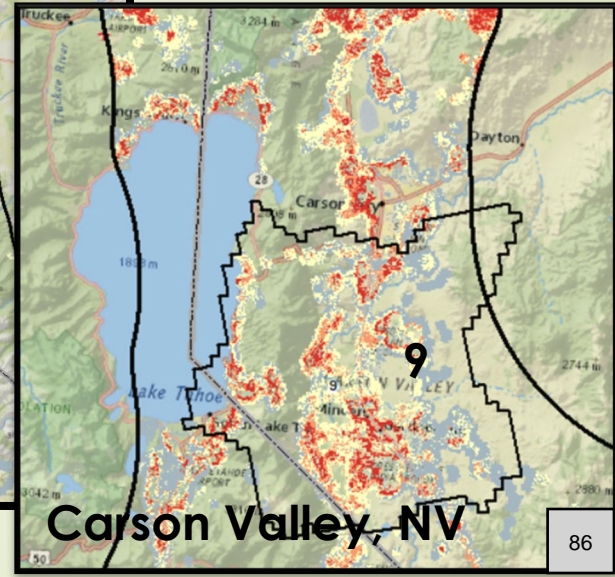
Cedar City, UT



Salt Lake City, UT



Salmon, ID



Carson Valley, NV

Red pixels, here, show Regional QWRA loss to Human Habitation

**The commonly available Fireshed map shows Exposure independent of jurisdiction.*

For More Information About Firesheds

- ▶ Read more about the Fireshed Registry on RMRS site:
<https://www.fs.usda.gov/rmrs/datasets/fireshed-registry-fireshed-and-project-area-boundaries-continental-united-states>
- ▶ 10-Year Scenario Investment Planning Platform (USFS):
https://codyevers.com/usfs_sipp_10yr_plan/
- ▶ Get Fireshed Data here: <https://www.fs.usda.gov/rds/archive/catalog/RDS-2020-0054>
- ▶ GTR-425 (May 2021):
https://www.fs.fed.us/rm/pubs_series/rmrs/gtr/rmrs_gtr425.pdf
- ▶ FEMA “Infogram” about Firesheds (July 2021):
<https://www.usfa.fema.gov/blog/ig-070821.html>

Fireshed Registry

The **Fireshed Registry** is a geospatial dashboard built to organize information about wildfire transmission to communities and monitor progress towards risk reduction from management investments. The Registry is a unique approach to bring together a time window of information - past, present, and predicted future, to describe risk trajectories on lands where destructive wildfires are likely to originate. The dashboard provides an interactive system to view information on:

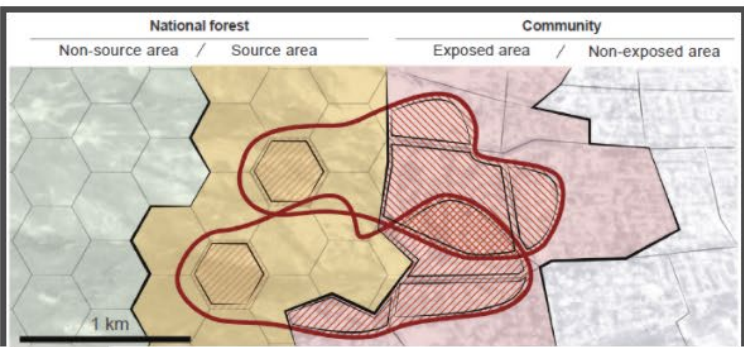
1. Context (Ownership, Fuels, and Buildings),
2. History (Fires and Treatments),
3. Projected wildfire risk (Simulated Fires),
4. Planned future treatments (5-year action plans), and
5. Prioritized treatment
6. Community zones and exposure

The proposed treatments are the results of one possible strategy, based on the scenario investment planning model. Panels with a yellow background have clickable records that will allow you to filter the features shown on the map.

To get started with this interface, **highlight the selection tool** in the top-left corner of this map, zoom in, and then click on your area of interest. If more than one "fireshed" is selected, please re-select just a single fireshed.

The **Fireshed Registry General Technical Report** provides more information on the development of Firesheds and the data shown here.

"Wildfire transmission to communities" occurs when fires start on public lands and grow into private lands where structures are exposed to wildfire risk.



Start Here Highlight the selection tool, zoom in, and pick a single fireshed to explore.

Firesheds: Nibley, Utah

- Area_HA 87,830
- Fireshed_ID 1,340
- Fireshed_Name Nibley, Utah
- Fireshed_Code nibley_ut
- Fireshed_State UT
- Number of 8
- Project Areas

Use this map to set focus for all other maps, tables, and charts.

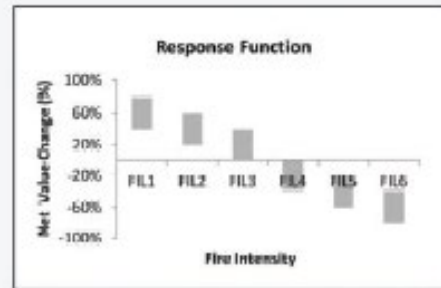
Quantitative Wildfire Risk Assessment (QWRA)

Methodology is detailed in GTR-315

We decide Resources (natural) and Assets (human-made) to consider. We rank their importance.

- Critical Infrastructure
- Ecological Integrity
- Fish Habitat
- Heritage
- Human Habitation
- Recreation Infrastructure
- Suitable Timber
- Surface Drinking Water
- Wildlife Habitat

CRITICAL INFRASTRUCTURE



RESPONSE FUNCTION

WILDFIRE RISK



BURN PROBABILITY

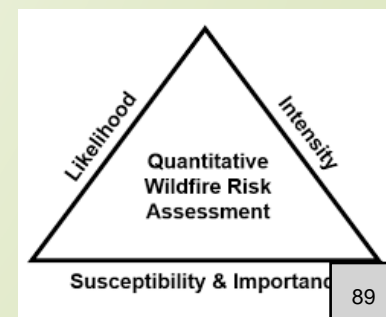
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WILDFIRE LIKELIHOOD AND INTENSITY

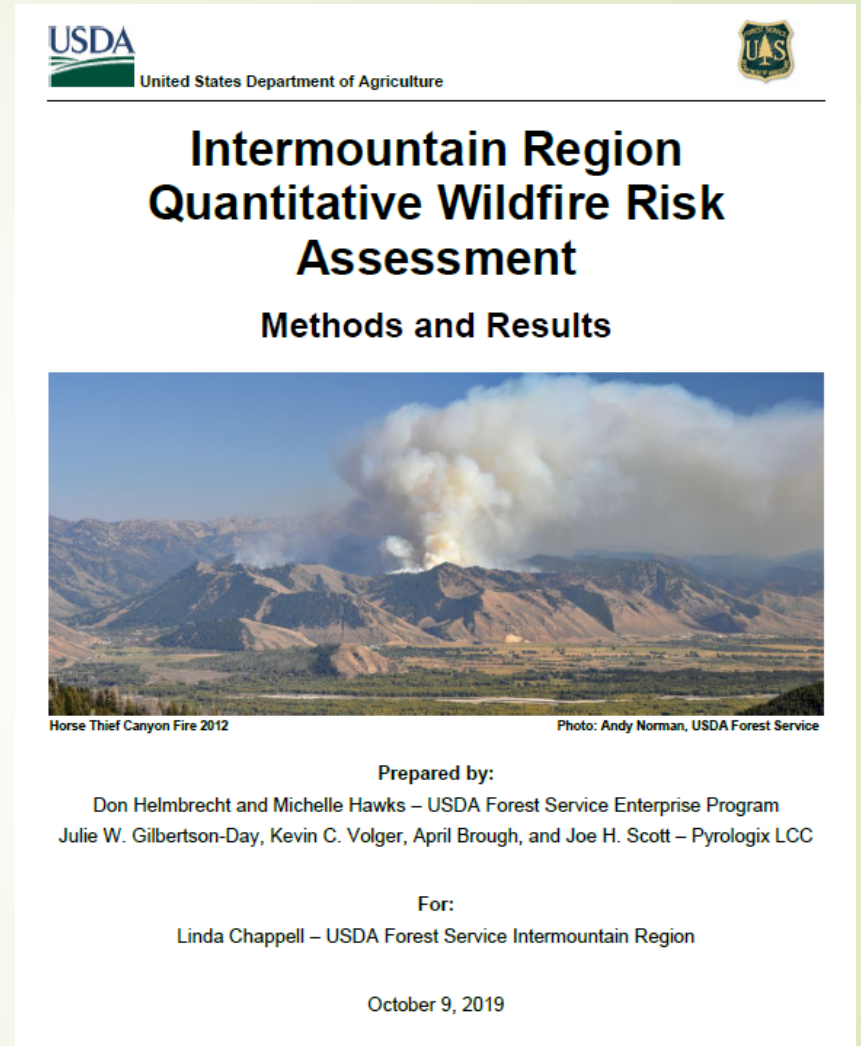
Fire modeling is done with FSIM simulation model to derive Annual Burn Probability & Flame Length.

We decide how HVRAs are affected by fire (based on fire effects science).



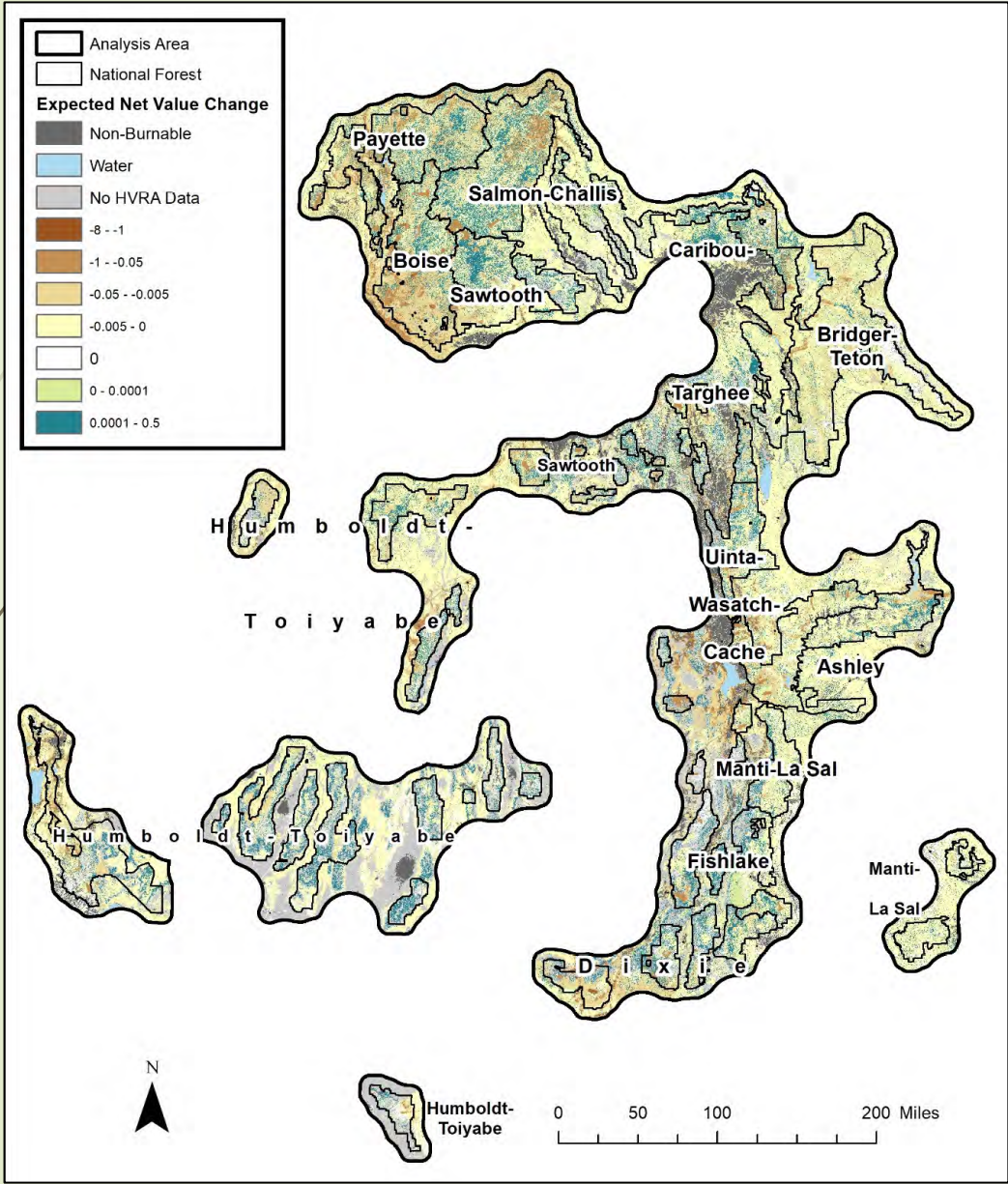
Quantitative Wildfire Risk Assessment (QWRA)

- ▶ Regional Risk Assessment (2019).
 - ▶ B-T has a forest-level risk assessment*.
- ▶ Customized to R4 HVRA, priorities, and fire effects.
- ▶ The output *integrates* risk for the things we care about—shows tradeoffs when there is overlap.
- ▶ QWRA also allows us to look at just *one* HVRA.
- ▶ Can inform Shared Stewardship, Timber, Watershed, Wildlife, Recreation, go/no-go use of wildfires, and hazardous fuels mitigation needs.

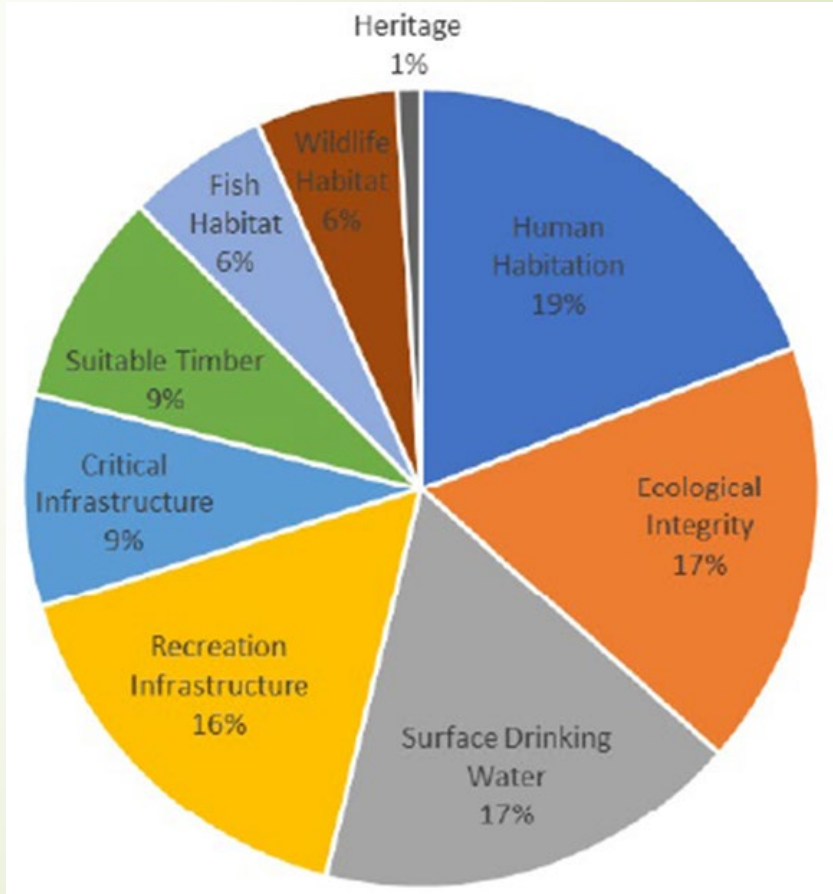


Fun Fact: The B-T is the featured example in GTR-315, considered the authoritative guide on completing QWRAs.

Quantitative Wildfire Risk Assessment (QWRA)

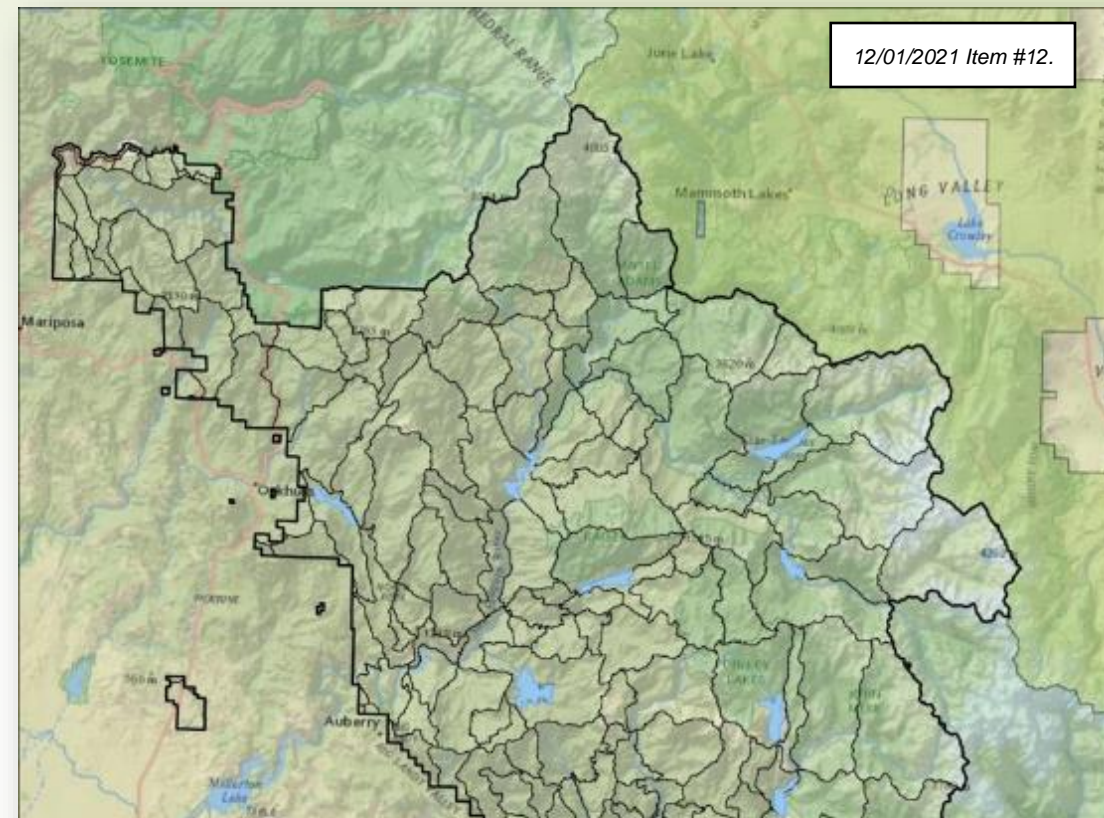


- Shows risk integrated across all HVRAs or to individual HVRAs.
- Identifies expected wildfire losses and benefits.



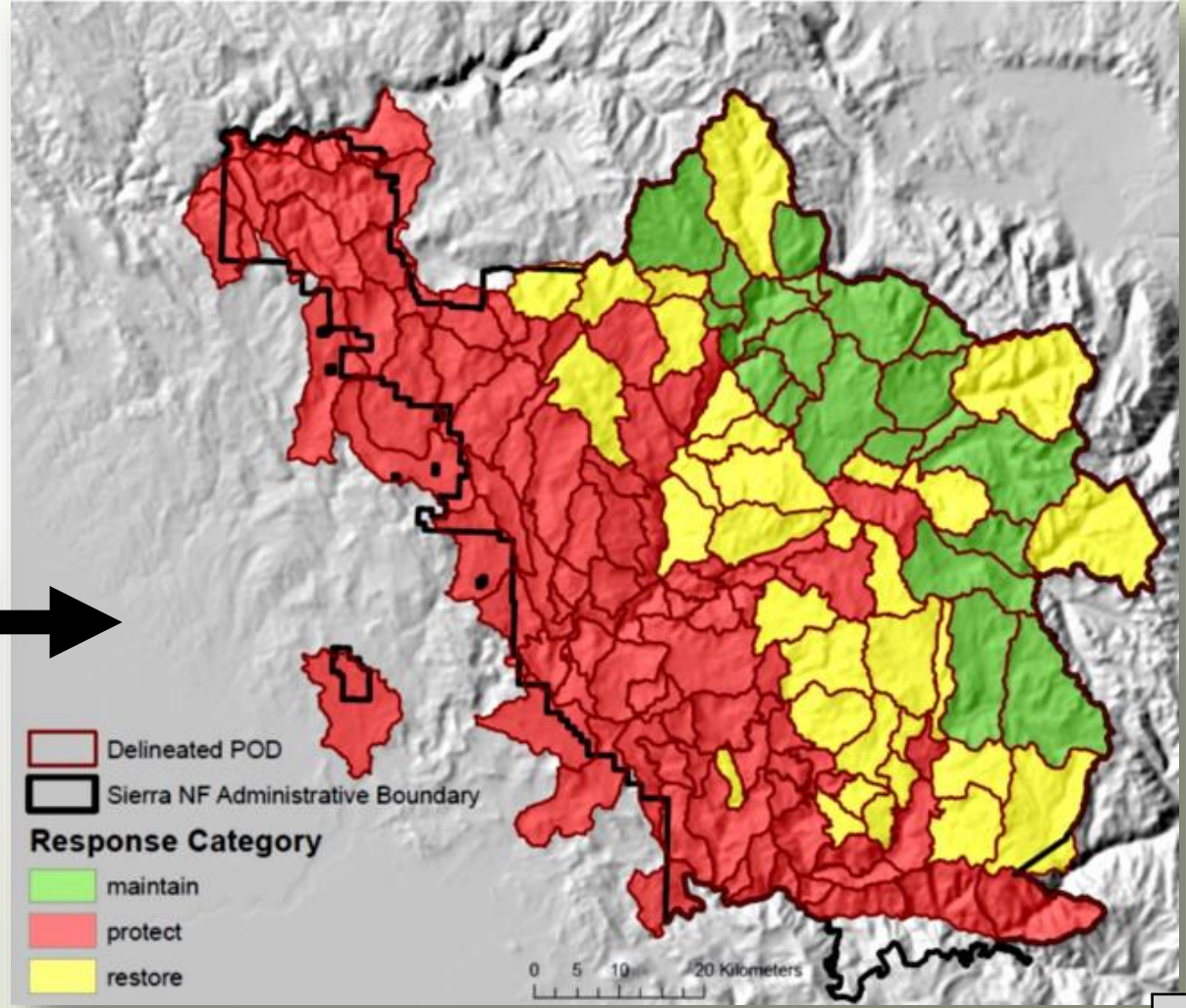
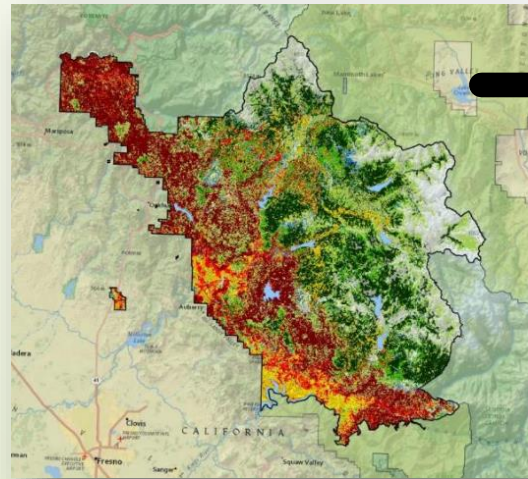
Potential Operational Delineations (PODs)

- ▶ PODs are:
 - ▶ independent of risk assessments
 - ▶ operational containers for wildfires
 - ▶ follow ridges, rivers, and roads & PCL/SDI
 - ▶ likely to replace FMUs in WFDSS
 - ▶ in need of GIS support to ensure quality
- ▶ Not inherently complex but require coordination with partners in workshops.
- ▶ Promotes cross-boundary communication with partners and stakeholders.
- ▶ Several PODs in a single Fireshed.
- ▶ Can help evaluate fuels treatment needs.



QWRA + PODs = Strategic Response (SR)

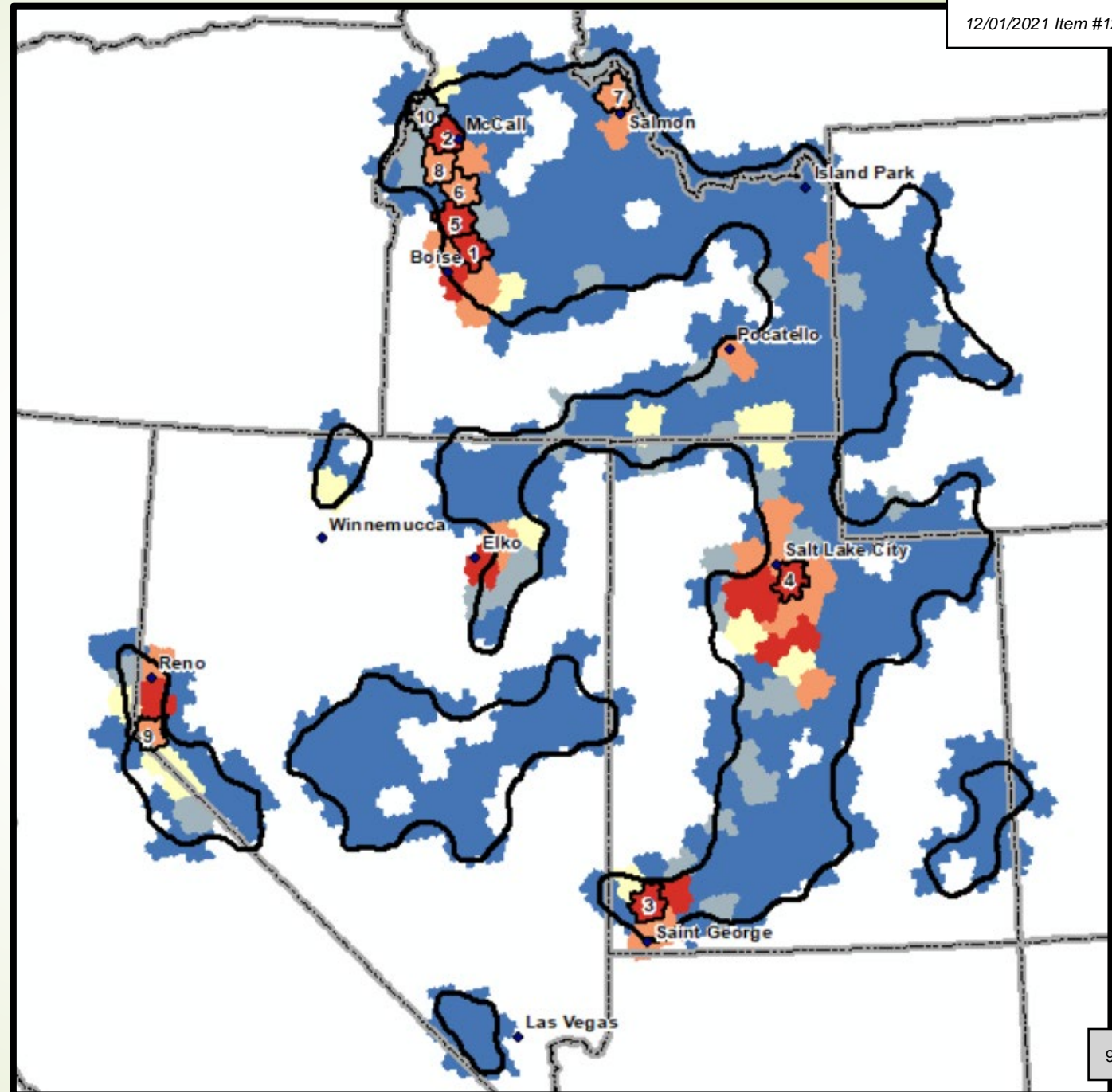
- Pre-planned response to wildfire ignition.
- Commonly displayed by POD containers.
- Derived from QWRA:
 - sums the risk of all the pixels in the POD
 - shows if fire is “good” “bad” or “neutral”
 - *within and transmitted from the POD*
- Decisions in alignment with risk to values.
- Will eventually be in WFDSS.



Freshets & the R4 QWRA are Aligned

R4 QWRA shows Loss of Human Habitation:

- > 90th Percentile Loss
- 75th-90th Percentile Loss
- 50th-75th Percentile Loss
- 25th-50th Percentile Loss
- < 25th Percentile Loss





Building Resilient Infrastructure Communities (BRIC)

BRIC Notice of Funding Opportunity (NOFO) Intent: *To support the adoption and enforcement of building codes, standards, and policies that will protect the health, safety, and general welfare of the public with long lasting impacts on community risk reduction. This includes critical services, facilities, and future disaster costs. FEMA will provide financial assistance to eligible BRIC applicants for the following activities:*

1. **Capability- and Capacity-Building (C&CB) activities** – Enhance the knowledge, skills, expertise, etc., of the current workforce to expand or improve the administration of mitigation assistance. This includes activities in the following sub-categories: building codes activities, partnerships, project scoping, mitigation planning and planning-related activities, and other activities.
2. **Mitigation Projects** – cost-effective projects designed to increase resilience and public safety; reduce injuries and loss of life; and reduce damage and destruction to property, critical services, facilities, and infrastructure from natural hazards and the effects of climate change.
3. **Management Costs** – financial assistance to reimburse the recipient and subrecipient for eligible and reasonable indirect costs, direct administrative costs, and other administrative expenses associated with a specific mitigation measure or project in an amount up to 15 percent of the total amount of the grant award, of which not more than 10 percent of the total award amount may be used by the recipient and 5 percent by the subrecipient for such costs generally.
4. **Applicant Eligibility** – State, Local, Tribal or Federal Cooperators must apply on behalf of individuals, community members, or businesses. In the spirit of collaboration, they may not apply for BRIC funding independently as the primary applicant. ***This is an annual grant program which opens Aug/Sept of each year and closes for applications in late January of the following year.***

Current Federal Award Information

Application Closure	January 28, 2022
Pre-Award Selection	Summer 2022
Performance Period	36 Months from Receipt of Federal Award
Available Funding for the NOFO:	\$1,000,000,000
State/Territory Allocation Total:	\$ 56,000,000
Tribal Set-Aside Total	\$ 25,000,000
National Competition Total	\$ 919,000,000

Cost Share

75 percent federal / 25 percent non-federal. This means federal funding is available for up to 75 percent of eligible costs. The remaining 25 percent of eligible costs must be derived from non-federal sources. The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the federal share). If applying under an economically depressed rural community, cost share becomes 90 percent federal/10 percent non-federal.





Building Resilient Infrastructure Communities (BRIC)

State/Territory Maximum Allocation & Activity Caps

- The maximum allocation for a state or territory under this category is **\$1,000,000**, covering all activities/projects.
- Each state/territory may apply for up to \$1,000,000 in the State/Territory Allocation. This may be used for Capacity/Capability activities (C&CB) and/or mitigation projects.
- The combined cost for any C&CB activities and/or mitigation projects under the State/Territory Allocation must not exceed **\$1,000,000** federal cost share per applicant.
- The applicant's highest ranked sub application (C&CB activity or mitigation project) for the State/Territory Allocation must not exceed **\$1,000,000** federal cost share.
- Up to **\$500,000** of the State/Territory Allocation may be used for mitigation planning and planning-related activities per applicant.
- Up to 10 percent of any sub application may be used for information dissemination activities, including public awareness and education (brochures, workshops, videos, etc.) related to a proposed C&CB activity or mitigation project.

Tribal Set-Aside Activity Caps

- The combined cost for any C&CB activities under the Tribal Set-Aside must not exceed **\$1,000,000** federal cost share per applicant. Additionally, the applicant's highest ranked sub application (C&CB activity) for the Tribal Set-Aside must not exceed **\$1,000,000** federal cost share.
- Up to **\$500,000** of the Tribal Set-Aside may be used for mitigation planning and planning-related activities per applicant.
- Up to 10 percent of any sub application may be used for information dissemination activities, including public awareness and education (brochures, workshops, videos, etc.) related to a proposed C&CB activity or mitigation project.
- If more than **\$25,000,000** in sub applications is submitted under the Tribal Set-Aside, the C&CB activities and highest-ranked mitigation project sub applications up to **\$25,000,000** will be selected. Once the **\$25,000,000** is selected, all remaining tribal mitigation project sub applications will be evaluated under the national competition.

National Competition Cap

- Applicants may submit an unlimited number of mitigation project sub applications each valued up to **\$50,000,000** federal share to the national competition.
- Up to **10 percent** of any sub application may be used for information dissemination activities, including public awareness and education (brochures, workshops, videos, etc.) related to proposed mitigation project.
- **Used to fund mitigation projects, management costs, and additional projects that have exceeded State, Territory, and Tribal Set-Aside Caps.**

Hazard Mitigation Benefits: *Natural hazards pose a serious risk to states, localities, tribes, and territories throughout the United States. These hazards include flooding, drought, hurricanes, landslides, wildfires and more. Many natural hazards are expected to become more frequent and more severe. Therefore, reducing the impacts these hazards have on lives, properties and*





Building Resilient Infrastructure Communities (BRIC)

the economy is a top priority for many communities. Although the general population understands “that” this is a reality, they do not understand “how” to effectively respond or prepare for these events. FEMA has previously provided financial assistance to BRIC applicants for the following activities:

1. **Colorado Springs Wildfire Mitigation** – The community has taken actionable steps to mitigate against future damage by adopting a stronger fire-resistive building code, mapping wildfire risk, and participating in strategic community engagement. The City of Colorado Springs Fire Department collaborated with the Colorado Springs Housing and Building Association to identify ways to mitigate the impacts of wildfires on residential buildings. This information led to Ordinance No. 18-50, which amended the International Fire Code to address wildland/urban interface mitigation requirements for high-risk areas. Benefits include but are not limited to:
 - a. Reduced physical damage to structures/contents as well as infrastructure.
 - b. Life-safety benefits for areas with potential rapid wildfire risk.
 - c. Improved air quality and community health due to a reduction of wildfire smoke/pollutants.
 - d. Retained timber values and reduced fire suppression costs.
 - e. As more structures are built with fire-resistant materials in the area, it decreases the cost for materials and installation.

Total Project Cost: \$1.33 Million

Partnerships: City of Colorado Springs Fire Department, Colorado Springs Housing and Building Association, and FEMA

2. **Camptonville Biomass Plant** – The Camptonville Community Partnership is developing a 5.5-megawatt biomass plant in Camptonville, CA. This plant will support healthy forests by generating electricity from materials removed from forests that are overstocked or suffering from tree die-off. The project provides incentives for fuel reduction activities and otherwise utilizing forest waste. It includes a power-purchase agreement with the local utility (PG&E) to purchase electricity created by the biomass facility. This plant will provide a market focused on sustainable forest management projects, reducing forest fuels, and minimizing the threat of wildfire. This plant will provide a market focused on sustainable forest management projects, reducing forest fuels, and minimizing the threat of wildfire. Benefits include but are not limited to:
 - a. Reduced physical damage to structures/contents as well as infrastructure in at risk areas.
 - b. Life-safety benefits for areas with potential rapid wildfire risk.
 - c. Improved air quality and community health due to a reduction of wildfire smoke/pollutants
 - d. An alternative power generation source which also provides jobs in the community
 - e. Potentially results for long-term wildfire fuels reduction without additional grants.
 - f. Reduced fire suppression and emergency response costs.

Total Project Cost: \$5.1 Million

Partnerships: Camptonville Community Partnership, Yuba Water Agency, and PG&E

Community Benefits

The above examples of BRIC funded projects can provide both short and long-term environmental, economic, and social advantages which improve a community’s quality of life or make it more attractive to new residents/businesses. BRIC prioritizes projects that mitigate risk to public infrastructure, community lifelines, incorporate nature-based solutions, and support modern building





Building Resilient Infrastructure Communities (BRIC)

codes. The community benefits from these efforts may include:

1. **Wildfire Smoke Mitigation (Improved Air Quality)** – Hazardous fuels reduction work ensures that wildfires have less vegetation (fuels) to feed on. Less fuel means less opportunity for intense wildfire and smoke. Until landscape resiliency is achieved and maintained, Smoke Mitigation measures are likely an opportunity for the BRIC grant process. For example, Sonoma County in California was recently awarded \$36.98 Million to develop a system within the Wildland Urban Interface (WUI). The system establishes zones containing an inner and outer core. The inner core is hardened by encouraging property owners to create and maintain defensible space around their homes to reduce the potential for ignition from embers, direct flame, or radiant heat. The outer core absorbs the impacts from wildfires before they get to this hardened inner core. This is accomplished by reducing vegetation in large-parcel infill sites and or wildland areas that abut communities. Infill sites are created to provide buffers to decrease fire spread and intensity, provide anchor points, and increase environmental benefits including improved forest health/wildlife habitats, improved water quality, less extreme wildfire, and effective smoke mitigation.
2. **Economic Health** – The utilization and removal of forest waste/fuel loading supports community economic health. As with the Colorado Springs Mitigation Project, these efforts have the capacity/capability to reduce damage to community lifelines and infrastructure due to less extreme wildfire or wildfire spread. Moreover, local job creation, property values, renewable energy, green building materials, and fire adaptive landscapes may increase.
3. **Community Partnerships** – BRIC is a firm believer in creating meaningful partnerships and community collaboration. Applicants are limited only by their imagination so long as they can successfully prove their proposal(s) have the capability and capacity to *support the adoption and enforcement of building codes, standards, and policies that will protect the health, safety, and general welfare of the public with long lasting impacts on community risk reduction*. The possibilities are only limited by our wiliness to work with one another toward a common goal. Thus, the list of potential shareholders in this effort are endless. Some examples may include:
 - City, State, Local, or Municipal Government(s)
 - Counties and County Leadership
 - Local Tribes and Tribal Leadership
 - Health Departments
 - Forestry Professionals, Representatives, and Associations
 - Community Organizations
 - Wildfire & Emergency Responders
 - Wildland Urban Interface (WUI) and related Councils
 - FEMA

BRIC funded projects offer financial incentive to offset cost while providing a mechanism to enhance community lifelines and education to withstand damages resulting from disaster events. Think carefully, which project do you think would most benefit your community?





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 1, 2021

SUBJECT: American Rescue Plan Funding Update

RECOMMENDED MOTION:

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

BACKGROUND AND POLICY IMPLICATIONS:

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

Discussion items for today's update:

- 1. City of Sisters housing support request.
2. Homeless Outreach County-wide Services request.
3. Review ARPA funding requests.

BUDGET IMPACTS:

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

ATTENDANCE:

- Greg Munn, Treasurer and Chief Financial Officer
Dan Emerson, Budget Manager
Molly Wells Darling, Health Services
Michael Preedin, Mayor, City of Sisters
Cory Misley, City of Sisters City Manager



Memorandum

Date: November 16, 2021
To: Nick Lelack, County Administrator and Greg Munn, Chief Financial Officer
From: Dr. George A. Conway, Health Services Director
Subject: Request for Homeless Outreach Countywide Services through American Rescue Plan Act Funding

This memo is to inform County Administration of a time sensitive American Rescue Plan Act (ARPA) funding request for Homeless Outreach countywide services.

Issue: Although funding is earmarked for capital purchases and development to support homeless initiatives, there are currently no funds earmarked for project support services. This is time sensitive as the winter season is approaching, making it imperative to act now in order to connect vulnerable unhoused to potentially life-saving housing and services.

Request: Health Services requests \$1,065,000 to hire staff that will help to address increased need for homeless outreach and services in the community, including providing support to the Navigation Center, Project Turnkey and the Structured Camps being acquired/developed by the City of Bend. In addition, these services will support increased need in Sisters, La Pine and Redmond with the intention to provide support to Oasis Village upon its completion. A critical part of the success of all of these projects is having consistent and reliable services responding on site regularly. Due to current hiring challenges and the approaching winter season, recruitment and training staff should begin now to support these needs.

Funds will support three full-time employees: two Behavioral Health Specialist (BHS) I Case Managers and one Peer Support Specialist through December 31, 2024. This will add capacity to the existing team, which currently has only one BHS I Case Manager, and make it possible to assign one case manager each to cover Bend and Redmond and one to cover Sisters and La Pine. The Peer will serve all four communities, as needed. In addition, \$50,000 will be used to purchase supplies, and \$60,000 will be used to purchase a designated outreach truck. The outreach truck will provide vital, on-street access to those hardest to reach in the community and will be utilized as a mobile resource hub for those unable to safely leave their location or belongings in order to access services. DCHS will offset some costs of these added services with Medicaid revenue where appropriate and will seek grant funds to support these services long-term.

Without funding, Health Services will be unable to offer logistical or programmatic support in our community and unable to meet the increasing need for services and connection to services in this population. Thank you for your consideration. I look forward to further discussing the requests with you.

Sincerely,

Dr. George A. Conway
 Health Services, Director

	A	B	C
1	Deschutes County American Recovery Plan Act		
2	Eligible Project Requests - revised 11.24.21		
3			
4			
5	Category/Project Request	Outstanding Request	BOCC Approved
6			
10	Administrative		437,935
11	ARPA Administration		392,000
12	COIC "CARES extreme risk" grant distribution contract		10,935
13	COIC Business/Non-profit assistance grant distribution contract		35,000
14	Affordable Housing	5,800,000	6,000,000
15	Affordable Home Ownership - Kor Community Land Trust	600,000	
16	Expand Affordable and Workforce Housing in Sisters - Reserve	500,000	
17	Habitat for Humanity La Pine Sunriver	200,000	
18	Habitat for Humanity-Bend 12 Townhomes	2,000,000	
19	Habitat for Humanity-Bend 8 Townhomes	1,500,000	
20	Habitat for Humanity-Sisters Woodland Project	1,000,000	
21	Reserve for future affordable/workforce housing projects		6,000,000
22	Workforce Housing Project		
23	Aid to Other Impacted Industries	699,000	
24	Bend Parks & Recreation District - Recruitment and Retention	699,000	
25	Broadband Infrastructure		300,000
26	Regional Broadband Needs Assessment and Action Plan		300,000
27	Childcare		7,675,000
28	Infrastructure - Little Kits (Bend East: Boys and Girls Clubs, St. Charles)		2,100,000
29	Infrastructure - Little Kits (Bend West)		1,000,000
30	Infrastructure - MountainStar (La Pine, Redmond)		600,000
31	Infrastructure - Re-Village (Sisters, Bend, Redmond)		350,000
32	Infrastructure - Small Center Capacity Fund (Various, TBD)		500,000
33	Workforce Development - COCC Business Accelerator		125,000
34	Workforce Development - Contingency Reserve		906,000
35	Workforce Development - NI Childcare Sustainability Pathway Program		284,000
36	Workforce Development - NI FastTrack		1,060,000
37	Workforce Development - OSU Little Kits Internship Program		750,000
38	Food Assistance	1,900,000	2,950,000
39	1017 Project		50,000
40	Food Insecurity for Older Adults -- Partnership with Council on Aging & Redmond Senior Center	300,000	
41	NeighborImpact warehouse expansion	1,400,000	2,400,000
42	Nutritional assistance		
43	The Giving Plate	200,000	500,000

	A	B	C
1	Deschutes County American Recovery Plan Act		
2	Eligible Project Requests - revised 11.24.21		
3			
4			
5	Category/Project Request	Outstanding Request	BOCC Approved
6			
44	Homelessness	6,142,500	3,750,000
45	Bend Heroes Vets Village construction support		100,000
46	Bethlehem Inn Redmond		900,000
47	Construction of Cleveland Avenue Project	2,200,000	2,000,000
48	Homeless Outreach County-wide Services	1,175,000	
49	Managed Camp - City of Bend	750,000	750,000
50	New facility in Redmond		
51	Operating Support for Existing Sisters Cold Weather Shelters	50,000	
52	Redmond Oasis Village Project	367,500	
53	Rural Houselessness Outreach and Case Management	300,000	
54	Saving Grace Infrastructure		
55	Shepherd's House Redmond Kitchen	300,000	
56	Sisters Cold Weather Shelter	1,000,000	
57	Public Health	9,956,300	5,165,184
58	Additional County cleaning supplies and labor (annual)	168,000	
59	Additional County cleaning supplies and labor FY21	49,000	
60	Covid Testing	250,000	
61	COVID testing - Dr. Young		15,000
62	Health Unintended Consequences		1,500,000
63	Higher rated HVAC filters for County facilities		
64	Isolation motel liability insurance		8,184
65	Mobile morgue expansion unit		82,000
66	Mobile technology upgrade for the Clerk	6,600	
67	North county health facility-acquisition and remodel	8,300,000	
68	North county health facility-furniture, fixtures and equipment	897,700	
69	Outreach Van	85,000	
70	Public Health Response Contingency		1,500,000
71	Technology enhancements for telemedicine and collaboration	200,000	
72	Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff)		1,275,000
73	Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff) - Contingency		725,000
74	The Shield free counseling to Veterans		20,000
75	UV sanitizer for jail		40,000
76	Small Business & Non-profit Assistance	2,246,820	1,600,000
77	Boys and Girls Club Bend-economic impact	619,464	

	A	B	C
1	Deschutes County American Recovery Plan Act		
2	Eligible Project Requests - revised 11.24.21		
3			
4			
5	Category/Project Request	Outstanding Request	BOCC Approved
6			
78	Business Assistance Placeholder		1,500,000
79	La Pine Chamber of Commerce	25,900	
80	Redmond Chamber - lost revenue	84,069	
81	Redmond Chamber - Redmond Parklet	40,000	
82	Redmond Rotary	90,000	
83	Ronald McDonald House Charities		100,000
84	School of Enrichment - Economic Hardship	520,002	
85	Sisters Chamber of Commerce	49,060	
86	Sisters Rodeo Association	100,000	
87	Small business grants - Sisters COC	350,000	
88	Sunriver Area Chamber of Commerce pandemic economic impact	18,325	
89	Sunriver Area Small Business Assistance Grant Program and Hiring Campaign	350,000	
90	Water Infrastructure	2,750,000	2,250,000
91	Deschutes County On-Farm Efficiency Water Conservation Investment		1,450,000
92	NeighborImpact south county septic replacement program	1,000,000	
93	Terrebonne Wastewater System	1,750,000	300,000
94	Tumalo Sewer System - Reserve/placeholder		500,000
95	Wastewater investments in South County		
96	Grand Total	29,494,620	30,128,119

**CITY OF SISTERS**PO Box 39 - Sisters, Or 97759 | ph: 541-549-6022 | www.ci.sisters.or.us

EST. 1946

October 20th, 2021

Deschutes County Board of County Commissioners
PO Box 6005
Bend, OR 97708-6005

Re: Sisters ARPA Request

Dear County Commissioners,

As discussed at the joint meeting between the Sisters City Council and Deschutes County Board of Commissioner on Wednesday, October 13th, there is a need in Sisters Country to further support those suffering from houselessness and struggling to find affordable, workforce housing. After consulting with many parties and discussion, the City is requesting three investments in Sisters from your ARPA funds.

The City's overarching request is continued partnership working together – including with the state and federal governments – to support those wanting resources and permanent housing in Sisters Country. Specifically, a series of investments to move towards and track that goal over the next three years:

- New position in the Deschutes County Health Services Department dedicated to rural houseless outreach and case management. This role will be critical coordinating existing resources, collecting and communicating data, and evaluating needs while informing future decision-making. Sisters requests .5 FTE be allocated to Sisters Country. The anticipated total compensation for this position is \$300,000 over three years.
- Support for existing Sisters Cold Weather Shelter (SCWS) operations. The SCWS has leveraged volunteers and philanthropy to offer shelter space during winter at local churches. Largely due to COVID-19, some of the church spaces are not available. An allocation of \$50,000 over three years will assist in securing space to lease and operations during the harshest weather.
- Contribution for land acquisition and/or construction to expand affordable and workforce housing supply in Sisters. There is a severe lack of a units available and the City is working diligently through many avenues. An allocation of \$500,000 – combined with the City's limited housing funds – could be instrumental in spurring the next critical project in Sisters.

Overall, these requests totaling \$700,000 to support Sisters Country with ARPA funds is an investment in our health and safety, local economy, and community livability. This is an essential time to make these investments for both our present and future. Please let us know if you have any questions.

Sincerely,

Mayor Michael Preedin



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, December 1, 2021

SUBJECT: Consideration of Board Signature of Document No. 2021-732, Amendment to Services Contract 2011-648 with Republic Services of Oregon for operational assistance at Negus Transfer Station

RECOMMENDED MOTION:

Staff recommends that the Board of County Commissioners approve Document No. 2021-732, the attached contract amendment to Services Contract No. 2011-648 with Republic Services of Oregon to extend the contract for 1 year for providing operation assistance services at Negus Transfer Station.

BACKGROUND AND POLICY IMPLICATIONS:

Since 2011, Deschutes Transfer has been providing operational assistance at Negus Transfer Station in Redmond (note that Deschutes Transfer was acquired by and now operates as part of Republic Services). The services provided include compacting waste and recycling loads to maximize hauling efficiency, staging transfer trailers and recycling boxes for loading and transport, packaging and coordinating electronic waste recycling shipments, performing general site maintenance and providing assistance to facility customers.

The services agreement allows for annual rate adjustments based on the Consumer Price Index (US City Average) published on November 1 of each year, up to a 3.5% maximum. The rate has been adjusted annually during the prior 3-year contract amendment period, and also included the addition of an additional staff person on site in 2019. The \$13,340.84 monthly rate charged under this contract amendment reflects a 3.5% increase over the final year of the prior amendment and the total contract value for the contract year is \$160,090.08. A copy of Republic Services rate adjustment request and justification is attached.

Prior amendments to this services agreement were structured on a 3-year cycle. This amendment adjusts the amendment cycle to a 1-year schedule in anticipation of the new Negus Transfer Station. The contract will be amended annually until the new facility is operational and the current mode of services will be modified to eliminate all but recycling-related service needs.

BUDGET IMPACTS:

Funds for the services are included in the FY22 Solid Waste Operations fund.

ATTENDANCE:

Chad Centola, Interim Director of Solid Waste

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2021-732
AMENDING DESCHUTES COUNTY CONTRACT NO. 2011-648**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2011-648 dated October 26, 2011, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC dba REPUBLIC SERVICES OF OREGON ("Contractor"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

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

The above listed contract is amended as follows:

Effective Date and Termination Date. County and Contractor acknowledge and agree that the terms and conditions of County Contract Amendments 2015-532 and 2019-651 (both amending County Contract No. 2011-648) have remained in effect since June 30, 2020. This Amendment shall be effective upon signing of all parties.

The effective date of this contract shall be July 31, 2015 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's complete performance or on ~~July 31, 2020~~ **October 31, 2022**, whichever date occurs last. By mutual agreement prior to termination, this Contract may be extended ~~for three additional years to July 21, 2023 annually~~. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Exhibit 1. Statement of Work, compensation terms and schedule

4. Consideration

- a. County shall pay Contractor on a fee-for-service basis at the maximum rate of ~~\$12,889.70~~ **\$13,340.84** per month for the months of ~~August 2019 through June of 2020~~ November 2021 through October 2022.
- b. County shall pay Contractor a not to exceed sum of ~~\$139,595.82~~ **\$160,090.08** for the timeframe stipulated in a. of this paragraph.

CONTRACTOR: Allied Waste Transfer Services of Oregon, LLC
dba Republic Services of Oregon


Authorized Signature

Dated this 16 of November, 2021.

COUNTY:

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Anthony DeBone, Chair

Phil Chang, Vice Chair

ATTEST:

Recording Secretary

Patti Adair, Commissioner



November 10, 2021

Chad Centola
Solid Waste Director
Deschutes County
61050 SE 27th Street
Bend, OR 97702

RE: Negus Service Contract No. 2011-648

Dear Chad:

Per the terms of the contract with the former Deschutes Transfer, On November 1 of each year of the agreement, the monthly compensation shall be adjusted based on the change in the Consumer Price Index (US City Average) during the previous year as stipulated by the US Department of Labor, Bureau of Labor Statistics. Over the last 12 months, the CPI increased 6.2%, so the adjustment is stated to be 3.5% which is the maximum adjustment.

As last year's amount was \$12,889.70, a 3.5% increase will bring this to \$13,340.84. Going forward our normal monthly billing amount will now be \$13,340.84, which is a 3.5% increase or \$451.14.

Please contact me if you have any questions regarding the enclosed information.

Sincerely,

Randy Stutzman
Randy Stutzman
Business Unit Finance Manager

Attachments (1)



**Transmission of material in this release is embargoed until
 8:30 a.m. (ET) November 10, 2021**

USDL-21-1973

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
 Media Contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – OCTOBER 2021

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.9 percent in October on a seasonally adjusted basis after rising 0.4 percent in September, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.2 percent before seasonal adjustment.

The monthly all items seasonally adjusted increase was broad-based, with increases in the indexes for energy, shelter, food, used cars and trucks, and new vehicles among the larger contributors. The energy index rose 4.8 percent over the month, as the gasoline index increased 6.1 percent and the other major energy component indexes also rose. The food index increased 0.9 percent as the index for food at home rose 1.0 percent.

The index for all items less food and energy rose 0.6 percent in October after increasing 0.2 percent in September. Most component indexes increased over the month. Along with shelter, used cars and trucks, and new vehicles, the indexes for medical care, for household furnishing and operations, and for recreation all increased in October. The indexes for airline fares and for alcoholic beverages were among the few to decline over the month.

The all items index rose 6.2 percent for the 12 months ending October, the largest 12-month increase since the period ending November 1990. The index for all items less food and energy rose 4.6 percent over the last 12 months, the largest 12-month increase since the period ending August 1991. The energy index rose 30.0 percent over the last 12 months, and the food index increased 5.3 percent.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Oct. 2020 - Oct. 2021
 Percent change

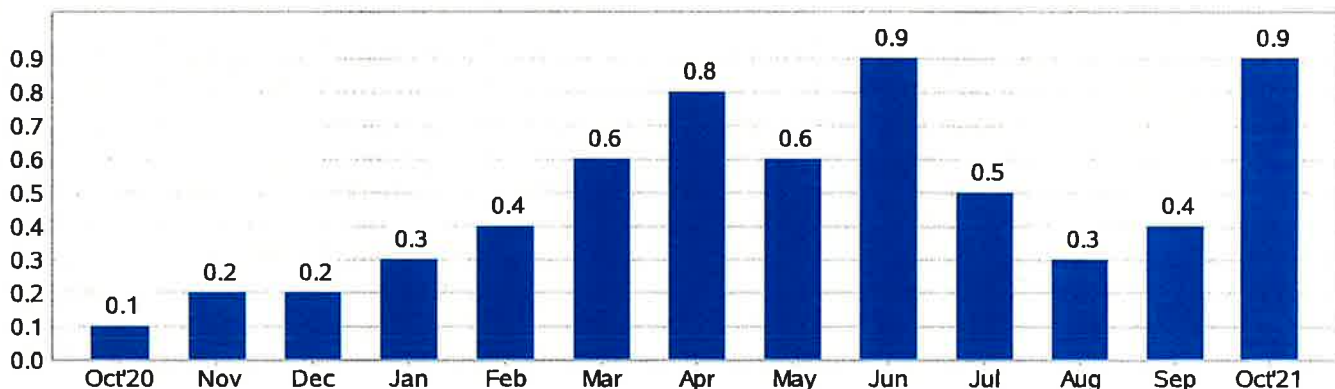


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Oct. 2020 - Oct. 2021

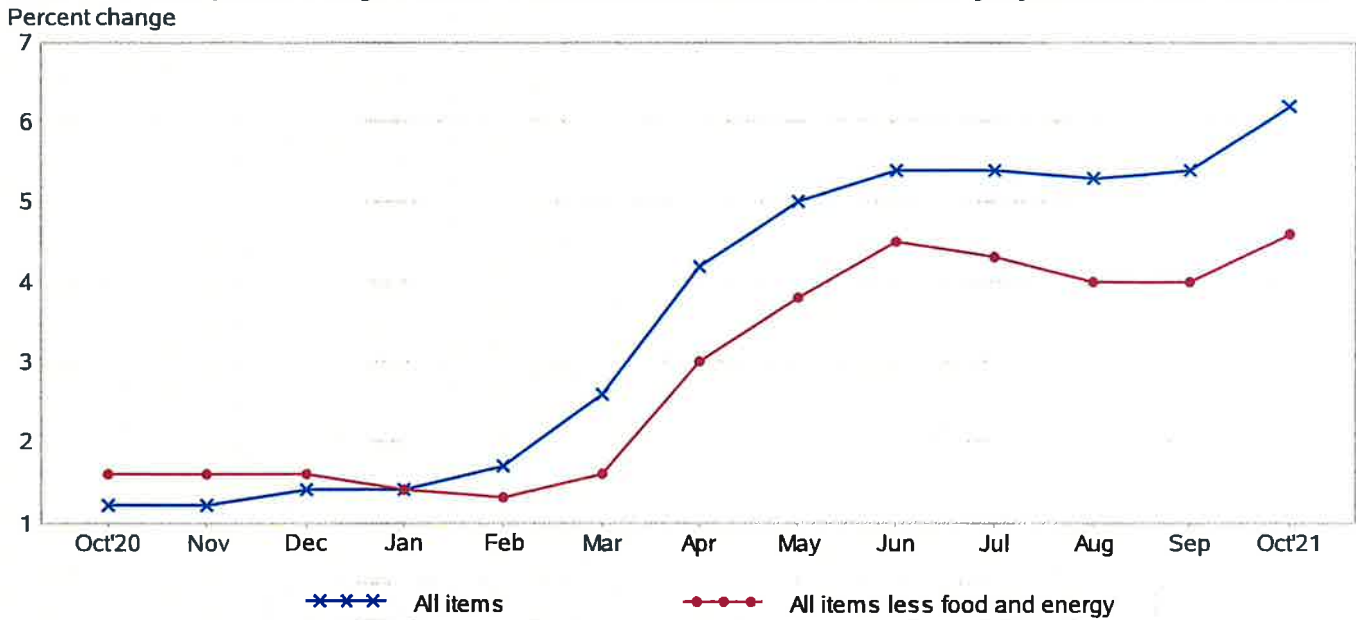


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Oct. 2021
	Apr. 2021	May 2021	Jun. 2021	Jul. 2021	Aug. 2021	Sep. 2021	Oct. 2021	
All items.....	0.8	0.6	0.9	0.5	0.3	0.4	0.9	6.2
Food.....	0.4	0.4	0.8	0.7	0.4	0.9	0.9	5.3
Food at home.....	0.4	0.4	0.8	0.7	0.4	1.2	1.0	5.4
Food away from home ¹	0.3	0.6	0.7	0.8	0.4	0.5	0.8	5.3
Energy.....	-0.1	0.0	1.5	1.6	2.0	1.3	4.8	30.0
Energy commodities.....	-1.4	-0.6	2.6	2.3	2.7	1.3	6.2	49.5
Gasoline (all types).....	-1.4	-0.7	2.5	2.4	2.8	1.2	6.1	49.6
Fuel oil ¹	-3.2	2.1	2.9	0.6	-2.1	3.9	12.3	59.1
Energy services.....	1.5	0.7	0.2	0.8	1.1	1.2	3.0	11.2
Electricity.....	1.2	0.3	-0.3	0.4	1.0	0.8	1.8	6.5
Utility (piped) gas service.....	2.4	1.7	1.7	2.2	1.6	2.7	6.6	28.1
All items less food and energy.....	0.9	0.7	0.9	0.3	0.1	0.2	0.6	4.6
Commodities less food and energy								
commodities.....	2.0	1.8	2.2	0.5	0.3	0.2	1.0	8.4
New vehicles.....	0.5	1.6	2.0	1.7	1.2	1.3	1.4	9.8
Used cars and trucks.....	10.0	7.3	10.5	0.2	-1.5	-0.7	2.5	26.4
Apparel.....	0.3	1.2	0.7	0.0	0.4	-1.1	0.0	4.3
Medical care commodities ¹	0.6	0.0	-0.4	0.2	-0.2	0.3	0.6	-0.4
Services less energy services.....	0.5	0.4	0.4	0.3	0.0	0.2	0.4	3.2
Shelter.....	0.4	0.3	0.5	0.4	0.2	0.4	0.5	3.5
Transportation services.....	2.9	1.5	1.5	-1.1	-2.3	-0.5	0.4	4.5
Medical care services.....	0.0	-0.1	0.0	0.3	0.3	-0.1	0.5	1.7

¹ Not seasonally adjusted.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 1, 2021

SUBJECT: CORE3 Project Update (formerly the Regional Emergency Services and Training Coordination Center (RESTCC))

RECOMMENDED MOTION:

No Motion at this Time, Presentation: CORE3 project update.

BACKGROUND AND POLICY IMPLICATIONS:

The purpose of this presentation is to provide a CORE3 project update. CORE3 is a regionally supported project with the vision to develop a facility that will operate as an emergency services and training coordination center for first responders in Central Oregon. The project team consisting of partner agencies, districts and other stakeholders throughout Central Oregon have identified +/- 300-acres of County-owned property strategically located north of the Redmond Airport.

The presentation will include a recap of the draft Memorandum of Understanding that outlines the various agencies, districts and stakeholders and intended project partnership as well as memorializing the County's support to reserve +/- 300-acres for the project and future expansion.

BUDGET IMPACTS:

None

ATTENDANCE:

Scott Aycock, COIC; Kristie Bollinger, Property Manager

**MEMORANDUM OF UNDERSTANDING
Central Oregon Ready Responsive Resilient (CORE3) Agreement**

This Memorandum of Understanding (“MOU”) is between the signatory Parties (collectively the “Parties”) for the purpose of working jointly to support the anticipated development of a regional emergency services training and coordination center, furthermore referred to as the “CORE3” facility.

Mission

To deliver a high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk.

Vision

A model center in Central Oregon for public safety providers which delivers superior, collaborative emergency services training and coordination across disciplines, creating a safe and resilient Oregon.

RECITALS:

The signatory Parties agree that:

- A. There is a critical need for a dedicated, centrally-located, regional multi-agency coordination center to coordinate local, state and regional emergency operations;
- B. Central Oregon, the Redmond community and Redmond airport, will serve a critical function in statewide emergency response and recovery from a catastrophic disaster such as the Cascadia Subduction Zone event;
- C. Central Oregon would benefit greatly by a facility to meet existing and future training needs of local, state, federal and non-profit public safety and emergency management personnel; and,
- D. Opportunities to increase the quality and efficiency of training and coordination are important to meet current and future emergency management and public safety needs of our communities.

AGREEMENT:

- 1. **Effective Date and Duration.** This MOU will be effective on the date signed by all Parties. The MOU will remain in effect indefinitely, until terminated as provided in Section 8.
- 2. **Partners.**
 - a. Core Partners are those committing ongoing and regular funding (direct or in-kind) during each of the following stages of project development:

Stage 1: Conceptual/Business Plan

Stage 2: Master Plan, Land Use, Site Securement, Design/Engineering
 Stage 3: Development and Construction
 Stage 4: Operations

- b. Associate Partners are those not committing funding at this time, but that are committed to the project in other ways such as signing letters of support, contributing occasional staff time at committee meetings, testifying before governance bodies, etc.
- c. Project Management and Convening: The Central Oregon Intergovernmental Council (COIC) will serve as the neutral project manager, and convener, providing fiscal administration as appropriate.

Exhibit C outlines the list of Core and Associate Partners

3. **Decision Making Structure.** The Executive Council will make all final and substantive decisions regarding CORE3, and will be composed of Core Partners, Associate Partners, and Ex Officio seats. The Executive Council will strive for consensus. *Exhibit A outlines the Decision Making Roles and Structure.*
4. **Public/Private Partnerships.** CORE3 partners value public-private partnerships in the development and operation of the CORE3 facility, and all such partnerships will be explored.
5. **Fiscal Administration.** COIC will serve as the fiscal administrator for this effort, until such time as the Executive Council deems another arrangement to be more appropriate or beneficial.
6. **Amendment & Review.** The terms of this MOU may be amended or extended only in writing and when signed by all Parties. This MOU is intended to be a living document to meet the agreed-upon-needs of all Parties as CORE3 evolves; this MOU should be reviewed on an annual basis for refinement.
7. **Relation to Future Agreements for CORE3.** By signing this MOU, all Parties acknowledge that future agreements will be created detailing the responsibilities of all Parties in managing and operating a future Regional Emergency Services Training and Coordination Center.

- 8. Termination.** Any Party may terminate its participation in this MOU, upon 60 days written notice to all other Parties. The MOU itself may be terminated in the following manners:
- a. For cause (material breach), following a good faith effort to cure or resolve the issue(s) between the Parties.
 - b. By an Executive Council majority (51%).
 - c. When replaced by a future document to better suit the needs of the CORE3 project and partners.

The notice of termination must be delivered in writing with ten days' prior written notice, by certified mail or delivered in person. (Email delivery with confirmation of receipt will also suffice.)

- 9. Entire Understanding.** This MOU contains the entire understanding of the Parties and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this MOU.
- 10. Authorization to Sign.** Each Party, by the signature below of its authorized representative, acknowledges that it has read this MOU, understands its terms and conditions, and has the authority to sign on behalf of the represented entity.
- 11. Severability.** Should any portion of this MOU be judicially determined illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any Party may renegotiate the terms affected by the severance.
- 12. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the state of Oregon. Jurisdiction over any action arising out of this MOU and over the Parties is the State of Oregon, and the venue shall be the Deschutes County Circuit Court.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date signed by all Parties.

Entity: _____

By: _____

Title: _____

Date: _____

Entity: _____

By: _____

Title: _____

Date: _____

Entity: _____

By: _____

Title: _____

Date: _____

Entity: _____

By: _____

Title: _____

Date: _____

Approved as to Form:

Attorney

Exhibit A:

Decision Making Roles and Structure

Disclaimer: Exhibit A is draft form and is subject to change. Exhibit A will be finalized and governed by the Executive Council as a first order of business.

I. Executive Council Structure

The Executive Council will make all final and substantive decisions regarding CORE3, and will be composed of the following membership:

- a. Core Partner seats (all)
- b. Ex Officio seats:
 - i. County Emergency Managers (3 seats)
 - ii. Central Oregon Fire Chiefs Association and Central Oregon Law Enforcement Services (2 seats for each association)
 - iii. State agencies: OEM (1 seat)
- c. Associate seats (2)

The Council may decide to include a general government and/or citizen seat at a later time.

Project Management Team

The Project Management Team will consist of the following representatives:

- Central Oregon Intergovernmental Council (COIC)
- Bend Fire and Rescue
- Central Oregon Community College
- Crook County Sheriff's Office
- Deschutes County
- Deschutes County Sheriff's Office
- Deschutes County 911
- Jefferson County Sheriff's Office
- Redmond Fire and Rescue
- Regional Solutions
- Sisters-Camp Sherman Fire District

II. Roles & Responsibilities

- a. **Core Partners:** are those committing ongoing and regular funding (direct or in-kind) during each of the following stages of project development:
 - i. Stage 1: Conceptual/Business Plan

- ii. Stage 2: Master Plan, Land Use, Site Securement, Design/Engineering
- iii. Stage 3: Development and Construction
- iv. Stage 4: Operations

Core Partners are automatically given a single voting seat on the Executive Council.

- b. **Associate Partners:** Are those not committing funding at this time, but that are committed to the project in other ways such as signing letters of support, contributing occasional staff time at committee meetings, testifying before governance bodies, etc.

Associate Partners do not have decision making power, but will be represented by 2 voting seats on the Executive Council. These associate seats will be elected by the full body of Associate Partners.

The Executive Council will develop and govern the process by which Associate Partners can become Core Partners.

- c. **Project Management Team:** The Project Management Team will meet monthly, and will be responsible for supporting the development of agendas, building a draft budget and regular budget check-ins and management, and moving various project work forward. The Project Management Team is not a decision-making body, and will report out to the Executive Council on work accomplished/ongoing and will defer to the Executive Council for all final decisions.

III. Decision Making Structure

A quorum of the Executive Council must be present when making decisions. The quorum is defined as 50% of the Executive Council membership plus one member.

The Executive Council will strive for consensus. If consensus is not possible:

- a. Fiscal decisions will require yes votes of at least two-thirds of the members present to approve.
- b. Other decisions will require majority (51%) yes votes to approve.

Exhibit B: Site/Subject Property

I. Site

- a. The Deschutes County Board of Commissioners hereby supports and agrees to reserve a +/- 300-acre area of County-owned property in east Redmond and is specifically located within Map and Tax Lot 1513000000103 (“Property”) for the purpose the CORE3 project and future expansion (“Approximate Project Area”).
- b. The Approximate Project Area as shown on Exhibit B1, is attached hereto and incorporated herein.
- c. After a thorough review of property in Redmond, Oregon, the Property was selected as the Approximate Project Area for the following reasons:
 - i. Redmond is the center of the region, thereby providing efficient access by public safety agencies for emergency response and training purposes; and
 - ii. Redmond Airport is designated as the primary Incident Support Base in the event of a Cascadia Subduction Zone event; and
 - iii. Property is of sufficient size for current needs and future potential expansion as needed; and
 - iv. Property is publicly owned; and
 - v. Property does not have incompatible surrounding land uses.

II. Land Use and Infrastructure

- a. The Approximate Project Area is currently outside the Redmond Urban Growth Boundary and Redmond city limits.
- b. Project stakeholders, with oversight from the Executive Council will:
 - i. Develop a Master Plan; and
 - ii. Pursue an Urban Growth Boundary (UGB) amendment; and
 - iii. Pursue annexation to the City of Redmond; and
 - iv. Complete any other associated and/or required process for land use entitlement and the provision of infrastructure.
- c. It is anticipated COIC, the City of Redmond, and Deschutes County will enter into a separate Memorandum of Understanding regarding the land use entitlement, amendment, and annexation processes.

Exhibit B1:

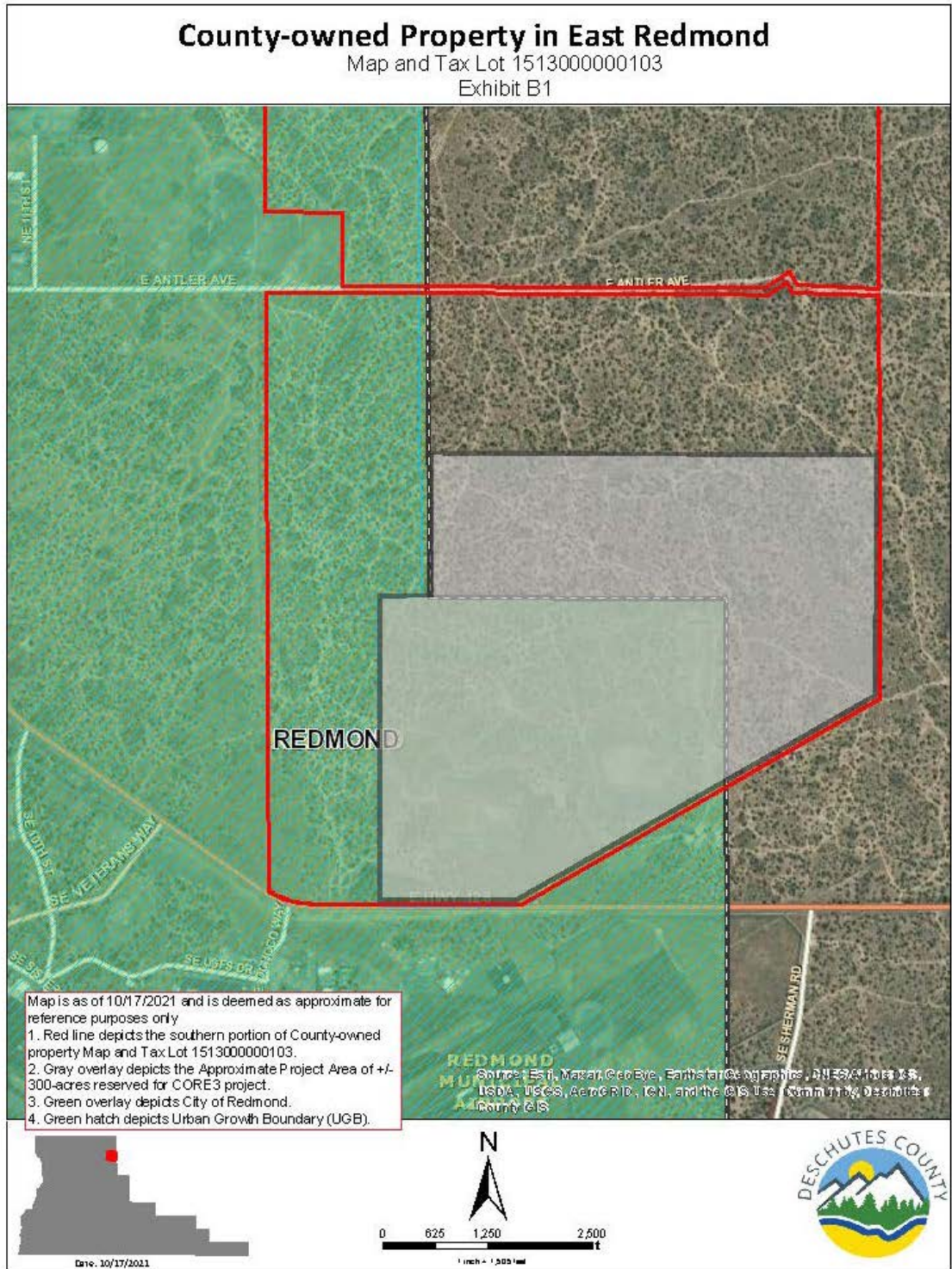


Exhibit C: Core and Associate Partners

Disclaimer: As there will be a process by which Associate Partners may move into the role of Core Partner that is yet to be decided, this list is subject to change. It is reflective of the group's makeup at the time the agreement was memorialized.

Core Partners	Associate Partners
Central Oregon Community College	Central Oregon Fire Chiefs Association
Central Oregon Intergovernmental Council	Central Oregon Fire Management Services
City of Bend / Bend Police Department / Bend Fire and Rescue	Central Oregon Law Enforcement Services
City of Madras	City of La Pine
City of Redmond	City of Prineville
Crook County Sheriff's Office	City of Prineville Police
Deschutes County	City of Redmond Airport
Deschutes County Sheriff's Office	City of Redmond Police
Deschutes County 911	Crook County
Jefferson County Sheriff's Office	Crook County Fire & Rescue
Redmond Fire and Rescue	Dept. of Public Safety Standards & Training
Governor's Regional Solutions	Jefferson County
Sisters-Camp Sherman Fire District	Jefferson County Fire District #1
	Oregon Dept. of Forestry
	Oregon Office of Emergency Management
	Oregon State Fire Marshall's Office
	Oregon State Police
	The Confederated Tribes of Warm Springs

Exhibit D:

Potential Future Agreements

Disclaimer: The purpose of this document is to outline potential future agreements for operating a future CORE3 facility. This list is subject to change, and is meant as a starting point only to guide those discussions.

- 1. Landowner Agreements** [serves as placeholder for future agreements regarding dedication of the land, etc. for the subject property]
- 2. Design and Architectural Review**
 - a. Master Plan for Project
 - b. Joint Approval of Plans and Specifications for Project
 - c. Review and Comment
 - d. Construction Drawings and Specifications
 - e. Contractor Selection
 - f. Construction
 - g. Financing
 - h. Project Manager
 - i. Completion Date
 - j. Inspection and Acceptance of Facilities
- 3. Use and Scheduling**
 - a. Use and Scheduling of the Facility
 - i. Members
 - ii. Outside Entities
 - b. Staff
 - c. Supervision of Training Activities
 - d. Live-Fire Training Compliance
 - e. [depending on facility uses, other training uses may be called out e.g. driving course] Training Compliance
 - f. Facility Use for non-Designated Training
- 4. Operation, Maintenance and Repair**
 - a. Facilities Inspection, Repairs and Planned Maintenance Needs
 - b. Custodial Services/Staff
 - c. Utilities
- 5. Indemnification and Insurance**
 - a. Indemnification

- b. Insurance Coverage
- c. Notice of Claims

6. Finance

- a. Fiscal Year
- b. Annual Dues
- c. Budget
- d. Fees

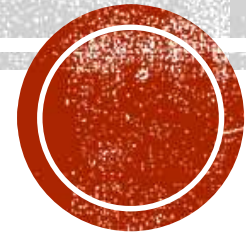
7. Procedures, Property, and Equipment

8. Dispute Resolution

DRAFT

CENTRAL OREGON'S REGIONAL EMERGENCY SERVICES TRAINING AND COORDINATION CENTER (RESTCC — CORE3)

PROJECT OVERVIEW, STATUS, NEXT STEPS



November 10, 2021

Deschutes County BOCC Meeting

PRESENTATION OUTLINE

- The need for CORE3
- The CORE3 Proposal
 - Summary
 - Process to Date
 - Key Components, Phases, and Costs
 - Conceptual Site Plan and Land Use Components
 - Next Steps/MOU

THE PROBLEM – GROWING THREATS OF LARGE SCALE DISASTER AND INSUFFICIENT FACILITIES TO MEET OUR EMERGENCY PREPAREDNESS, RESPONSE & RECOVERY NEEDS

- Central Oregon, Oregon, and the Pacific Northwest are facing growing **threats from natural disasters and other “shocks”** that severely impact our households, communities, and economy
 - Including large-scale wildfire, flooding and landslides, future pandemics and public health crises, and the anticipated Cascadia Subduction Zone event.
 - In the event of a **major natural disaster such as a Cascadia Subduction Zone event**, Redmond and the Redmond Airport have been envisioned as a primary ISB (Incident Support Base) for statewide rescue and recovery operations, as outlined in the **Cascadia Subduction Zone Earthquake and Tsunamic Response Plan (FEMA)**

THE PROBLEM – GROWING THREATS OF LARGE SCALE DISASTER AND INSUFFICIENT FACILITIES TO MEET OUR EMERGENCY PREPAREDNESS, RESPONSE & RECOVERY NEEDS

- The region lacks a dedicated, **multi-disciplinary & multi-agency coordination center for emergency operations.**
- Nor does it have an **adequate backup 911-center** with redundant emergency dispatch capabilities.

OPPORTUNITY TO SUPPORT ADDITIONAL REGIONAL NEEDS – EMERGENCY TRAINING

- Central Oregon has **insufficient facilities to meet existing, mandatory training needs** of local, state, and federal public safety personnel.
 - In a rapidly growing region, the need for trained public safety and emergency services professionals is increasing.
 - Attracts local agency engagement and investment

THE SOLUTION – THE CENTRAL OREGON READY, RESPOND, RESILIENT CENTER (CORE3)

The CORE3 is envisioned as a flexible multi-use space to house:

- A dedicated, **multi-agency coordination center for emergency operations** and a backup 911-center with redundant emergency dispatch capabilities that serves the region's and the state's critical emergency coordination needs in a major event like largescale wildfire evacuations or Cascadia.
- **A training facility** to meet existing, mandatory training needs of local, state, and federal public safety personnel.
- A facility to house **Central Oregon Community College's** wildland and structural fire, public safety/criminal justice, and other related programs.



THE CORE3 VISION

- **Regionally, State, and Federally-Supported Facility**
- **Short-term** = Emergency Coordination Center/classroom facility + Emergency Vehicle Operator Course (EVOC) + burn building
- **Long-term** = fully-fledged training facility (\$100M, if built out completely)
- For now, **we are focused on securing the opportunity and building Phase I.**

HOW DID WE LAND ON THE CORE3 VISION?

Process to date:

- Regional emergency management agencies have been discussing the RESTCC concept for 10+ years.
- The concept took a step forward in June 2018 with the publication of the **Central OR Emergency Services Center Viability Assessment**
 - Determined that the facility is needed and would be well-utilized by regional agencies as well as other private and public users.
- COIC began convening a large **Steering Committee** with representation from regional law enforcement agencies, fire and EMS, COCC, local elected officials, state agencies, Governor Kate Brown's Regional Solutions, etc.
- The Steering Team, with support from a smaller Project Management Team, built an RFP and procured Morrison-Maierle to produce a **Strategic Business Plan, which was published in October 2020.**
- Summer-fall 2021 initiated **MOU**, fundraising, and rebranding

REGIONAL AND STATEWIDE SUPPORT FOR CORE3

- Regional Solutions Advisory Committee Priority
- Governor Kate Brown in support
 - DLCD funding provided outside of competitive process
- Senator Merkley and Senator Widen staff engaged and supporting identifying capital funding opportunities
- COIC Board-endorsed project
- Deschutes County BOCC letter of support
- Broad regional and statewide representation on Steering Team
- Partner funding commitments to date:
 - Deschutes County Sheriff's Office, Deschutes County 9-11, Cities of Bend and Redmond, Madras Police Department, Redmond Fire & Rescue, COCC, DLCD, Business Oregon, Sisters-Camp Sherman Fire Department.

CORE3 STEERING TEAM MEMBERS

Bend Fire Department
Darren Root

Bend Police Department
Lt. Brian Beekman

Central OR Fire Chief's Association
Tim Craig (SCSFD)

Central OR Fire Mgmt. Services
Tim Hoiness

City of Bend
Eric King

City of Madras
Gus Burril

City of Redmond
Mayor George Endicott
Councilor Krisanna Endicott
Keith Witcosky

COCC Laurie Chesley
Paula Simone

COIC Tammy Baney

Crook County
Commissioner Brian Barney

Crook County Fire Department
Chief Matt Smith

Crook County Sheriff's Office
Sheriff John Gautney
James Savage
Sgt. Michael Ryan

Deschutes County BOCC
Commissioner Tony DeBone

Deschutes County Sheriff's Office
Sheriff Shane Nelson
Paul Garrison
Sgt. Nathan Garibay

Deschutes County 9-1-1
Sara Crosswhite
Chris Perry

Jefferson County Sheriff's Office
Sgt. David Pond

Madras Police Dept.
Chief Tanner Stanfill

OR Dept. of Public Safety Standards & Training
Brian Henson
Lindsey Hale
Jerry Granderson

OR Dept. of Forestry
Gordon Foster

OR Office of Emergency Mgmt.
Sonya McCormick

Oregon State Police
Mjr. Joel Lujan

Prineville Police Department
Chief Dale Cummins

Redmond Airport
Zach Bass
Fred LeLacheur

Redmond Fire and Rescue
Chief Ken Kehmna
Jeff Puller

Redmond Police Dept.
Chief Dave Tarbet
Jesse Petersen
Devin Lewis

Regional Solutions
Annette Liebe

Sisters Camp Sherman Fire District
Tim Craig

CORE3: THE 30-50 YEAR VISION

Emergency Operations Center	Train Car Derailment and Rescue Prop
Administration Building and Flexible Class Rooms	Off-Road Driving Course
High Bay / Indoor Drill and Training Space	Tactical / Street Grid
Gun Range:	Wildland Fire Training
25 yard / 25 lane tactical gun range	Vehicle Extraction Prop
50 yard fixed point 25 lane gun range	Emergency Vehicle Operations Course & Skills Pad
100 yard fixed point 4 lane gun range	Fire Drafting Pit - Fire Truck Pump Certification
Urban Search & Rescue Prop	Rescue - Confined Space & Trench Prop
Class A Burn Building - 2 story	ARF - Aircraft Rescue and Fire Fighting Prop
Drill Tower Building - 4 story with Class B burn props	Emergency Medical Technician (EMT) Lab
Shoot House/Reconfigurable Maze (Simunitions Facility)	Roof Training Prop - Fire, SWAT/Rappeling, Smoke/etc.
Virtual De-escalation Training	

PHASE 1 AS CURRENTLY SCOPED = \$25M

But it can be scoped as desired (e.g. site prep, EVOC, ECC) to reduce the costs.

Full build out anticipated as ~50 year plan

Conceptual Opinion of Cost of Full Master Plan Summary		Phase 1	Master Plan
		20% Classroom / Admin / ECC / 911 Backup Center, 5 Story Class B (gas) Drill Tower, Pump House, Skills Pad w/ Driving Course Extension, Security Fence Property, Utility Infrastructure	Master Plan Includes Baffled Outdoor Range - No Blue Sky (Does not include Indoor Ranges)
March 16, 2021		\$24,706,467	\$99,601,144
1	Combined Education and Training Building (ECC & 911 w/ classroom)	\$6,292,020	\$30,327,000
2	Drill Tower w/ Class B Burn	\$2,996,000	\$3,166,000
3	Pumping Infrastructure	\$344,200	\$344,200
4	Class A Burn Building	\$0	\$924,000
5	Tactical/Search/Rescue Structure	\$0	\$253,000
6	Tactical Village	\$0	\$1,229,000
7	Range - 25 Yard Tactical & 4,100 SF Support Building	\$0	\$3,662,000
8	Range - 50 Yard Fixed & 100 Yard Fixed	\$0	\$385,180
9	Training Site	\$0	\$1,349,000
11	Site Development	\$1,896,650	\$7,858,650
11A	Driving Track (EVOC)	\$1,400,000	\$1,400,000
11B	Skills Pad (400' x 400')	\$3,150,000	\$3,150,000
12	Utilities	\$1,358,518	\$3,269,005
SUBTOTAL		\$17,437,388	\$70,357,535
10% Contingency / GC Fees / Material Testing / Commissioning / etc.		\$3,582,250	\$15,713,476
Non-Construction Soft Costs / FFE / Fees / etc.		\$3,686,829	\$13,530,133
TOTAL PHASED COSTS		\$24,706,467	\$99,601,144
TOTAL CUMULATIVE COSTS		\$24,706,467	

2. PRIORITY SERVICES & FACILITIES: EOC



2. PRIORITY SERVICES & FACILITIES: CLEAN CLASSROOM

12/01/2021 Item #17.



2. PRIORITY SERVICES & FACILITIES: TACTICAL PADDED CLASSROOM

12/01/2021 Item #17.



2. PRIORITY SERVICES & FACILITIES: EVOC

12/01/2021 Item #17.

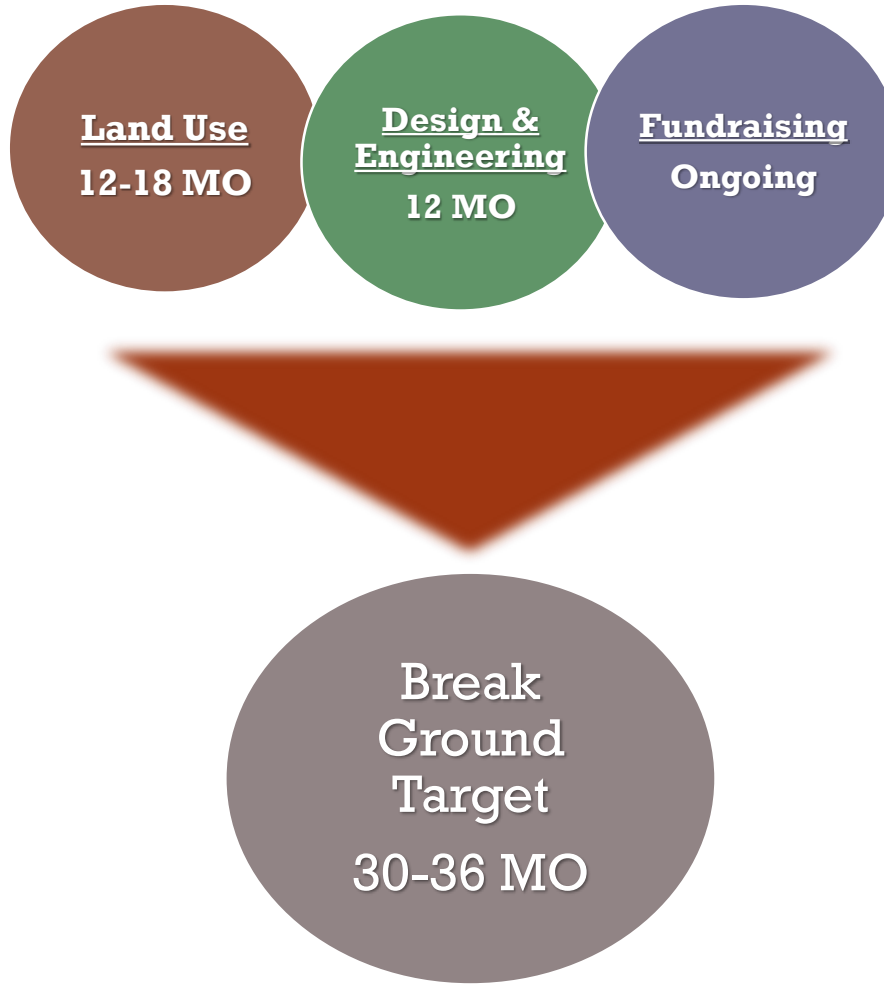


2. PRIORITY SERVICES & FACILITIES: SPECIALIZED FIRE TRAINING

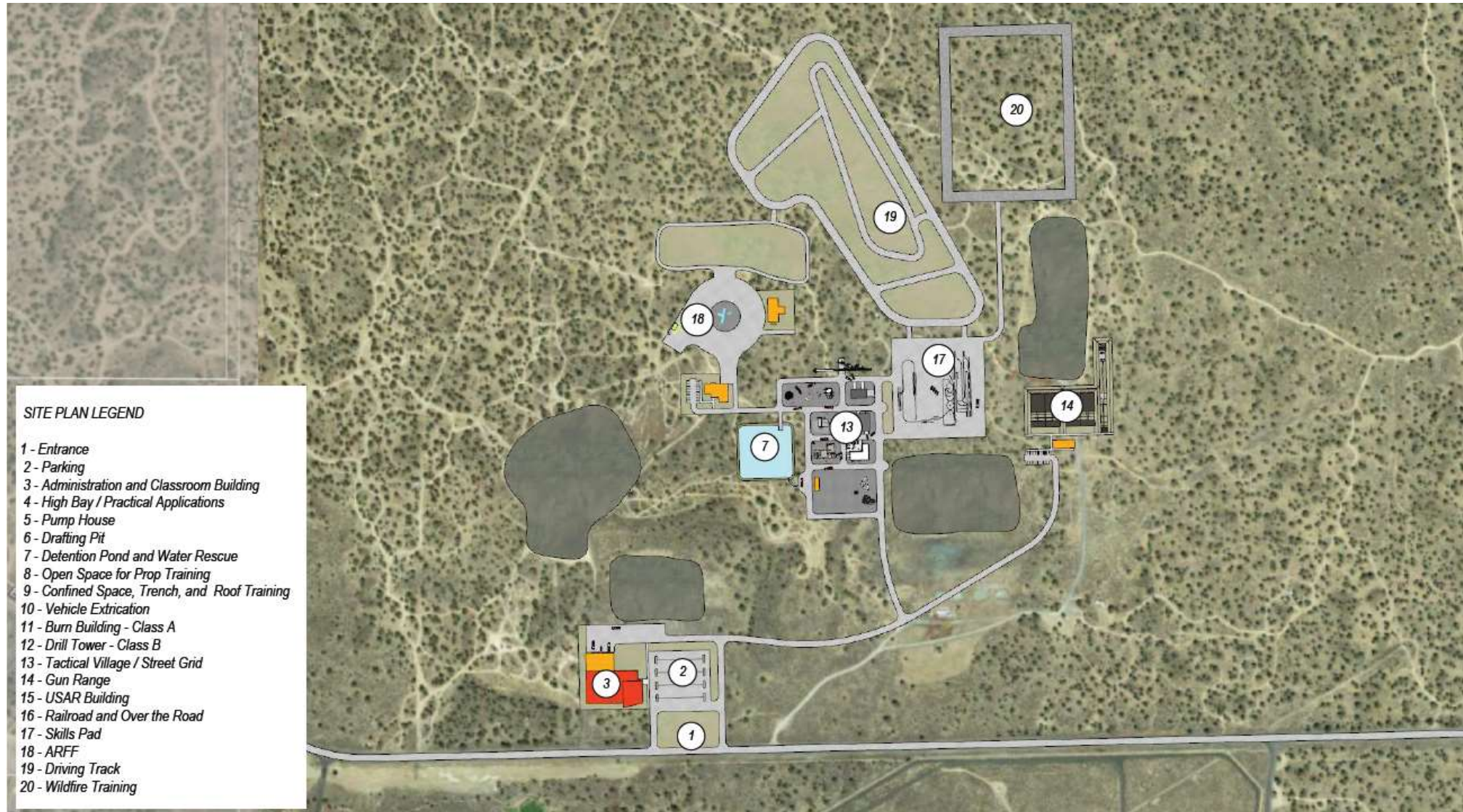
12/01/2021 Item #17.



CORE3 NEXT STEPS



PREFERRED SITE: CONCEPTUAL SITE PLAN - OVERVIEW



SITE AND LAND USE

- The proposed site is owned by Deschutes County and is currently outside the City of Redmond UGB.
- The facility would be developed on 300 acres on the south side of the property.
- RE: land use, we need to pursue the following:
 - UGB amendment
 - Zone Change
 - Develop and approve Master Plan
 - Plan Amendment and Zone Change
 - Manage impacts to Eastside Framework Plan
 - Site Plan approvals
 - Various permits

NEXT STEPS

Next Steps

- All parties to sign an MOU, outlining how we are all working together to make this happen; decision-making; reserving the site for this use, etc.
- Once the site is reserved, will initiate UGB Amendment and associated land use processes.
- COIC and project proponents are pursuing promising funding opportunities: Federal Infrastructure Package, State Lottery Bonds, Local Capital Improvement Funds, etc.
 - Merkley and Wyden Staffs indicated potential good fit with the infrastructure package

MOU – COMPONENTS

Mission

- “To deliver a high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk. ”

Partnerships

- Core Partners (paying)
- Associate Partners (other supporters)
- Project Management Team

Decision-Making

- Executive Council Structure (All Core Partners, County Emergency Managers, COFCA, COLES, OEM, 2 Associate Partner seats)
- Consensus-seeking; if that is not possible
 - Fiscal = 2/3s majority vote; Other decisions = simple majority vote

No designated termination date

MOU – EXHIBIT B

Site

- “The Deschutes County Board of Commissioners hereby supports and agrees to reserve a +/- 300-acre area of County-owned property in east Redmond for the purpose the CORE3 project and future expansion (“Approximate Project Area”).”
- Reason for selection of preferred site

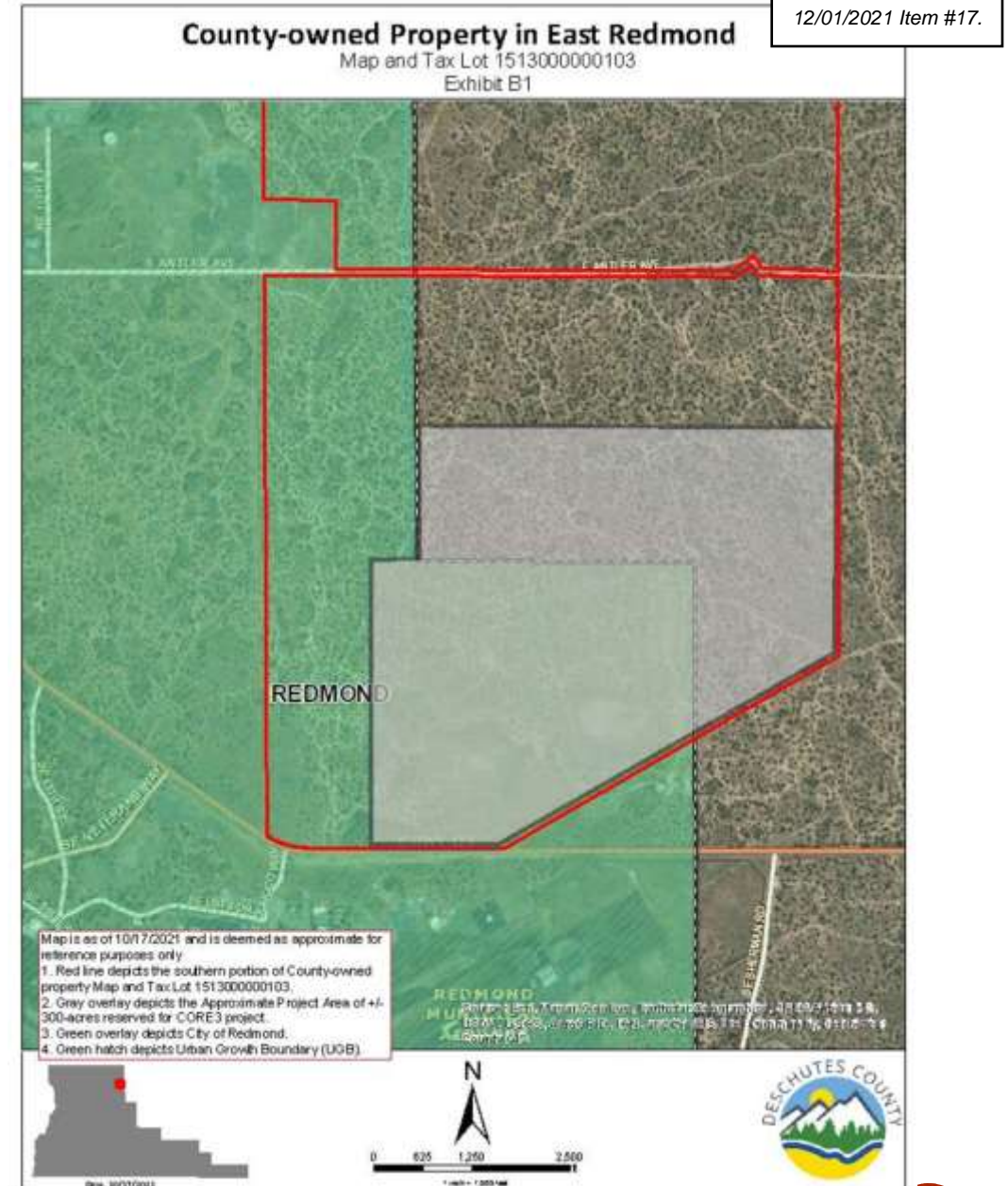
Land Use and Infrastructure

- Project stakeholders, with oversight from the Executive Council will:
 - Develop a Master Plan; and
 - Pursue an Urban Grown Boundary (UGB) amendment; and
 - Pursue annexation to the City of Redmond; and
 - Complete any other associated and/or required process for land use entitlement and the provision of infrastructure.

OUR ASK

The Ask of the Deschutes County BOCC

- Set aside portion of preferred property for this use via MOU (Exhibit B)
- Participate in the ongoing efforts of the Executive Council and Project Management Team
- Provide guidance for an efficient land use process with COIC and City of Redmond



FURTHER INFORMATION / CONTACT:

Scott Aycock, COIC

scotta@coic.org

541-390-4653

<https://www.coic.org/core3/>



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 1, 2021

SUBJECT: Acceptance of DEQ grant for Community Response Plan for smoke

RECOMMENDED MOTION:

Move approval of County Administrator signature on Document number 2021-943, acceptance of the Smoke Management Community Response Plan Implementation Grant Agreement from the Oregon Department of Environmental Quality.

BACKGROUND AND POLICY IMPLICATIONS:

On September 29, 2021 the Board approved submission of a grant application to the Department of Environmental Quality for their Smoke Management Community Response Plan (CRP) Implementation Grant opportunity. Deschutes County and the City of Bend had the first approved CRP in the state of Oregon. This grant provides resources to enhance and add to actions already being taken to inform the public of potential smoke impacts from both prescribed and wildfire smoke, and the actions they can take to protect themselves from those impacts. Staff will engage with a media firm selected through an RFP process to develop and disseminate additional communication and educational tools to both the public and health care providers to enhance actions that protect the public from smoke impacts.

BUDGET IMPACTS:

\$75,000 of revenue and expenses will be incurred to execute actions as described in the grant agreement. Because this is unanticipated grant revenue it was not budgeted for and staff will work with finance to make the necessary budget adjustments once it is clear when expenditures will take place (i.e. this fiscal year or fiscal year '23)

ATTENDANCE:

Ed Keith, Whitney Hale, Morgan Emerson

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
SMOKE MANAGEMENT COMMUNITY RESPONSE PLAN (CRP) IMPLEMENTATION GRANT AGREEMENT**

Project Name: **Smoke and Public Health in Deschutes County**
DEQ Agreement #: **023-22**

This Smoke Management Grant Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”), and **Deschutes County** (“Recipient”).

Recipient Data	DEQ Data
Grant Administrator: Ed Keith, County Forester Organization: Deschutes County PO Box 6005 Bend, Oregon 97708-6005 Phone: 541-322-7117 E-mail: ed.keith@deschutes.org Taxpayer ID #: 93-6002292 DUNS #: 30805147	Grant Administrator: Margaret Miller Organization: Department of Environmental Quality 700 NE Multnomah St., Ste. 600 Portland, OR 97232 Phone: 503-229-6278 E-mail: miller.margaret@deq.state.or.us

1. **Effective Date, Project Completion Deadline, Invoice Deadline, and Grant Availability.** This Agreement is effective on the date the last party signs it or, if approval by the Oregon Department of Justice (“DOJ”) is required, on the date it is approved by DOJ, whichever date is later (the “Effective Date”). Recipient agrees to complete the Project (described in Exhibit A) no later than **March 31, 2023** (“Project Completion Deadline”) (the time period from the Effective Date through the Project Completion Deadline, the “Project Period”). Recipient must submit all invoices for disbursement of Grant funds under Section 4 no later than **April 30, 2023** the “Invoice Deadline”). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
2. **Project.** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement; provided, however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 9(a) is not satisfied, Recipient will not be required to complete the Project.
3. **Agreement Documents.** This Agreement consists of this Agreement and Exhibit A (Project Requirements), Exhibit B (Payment Request and Certification), and Exhibit C (Reporting Requirements) that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 2 from highest to lowest precedence.
4. **Grant Funds.** The maximum, not-to-exceed amount that DEQ will pay to Recipient hereunder is **\$75,000** (“Grant”). Eligible costs are costs described in Exhibit A that Recipient incurs on or after the Effective Date of this Agreement and on or before the earlier of expiration or termination of this Agreement. Disbursements will be made only in accordance with the requirements contained in Exhibit A and only if Recipient is otherwise in compliance with the terms and conditions of this Agreement.
5. **Match.** Recipient agrees to provide a cash match or Optional: in-kind match that satisfies the requirements of 2 CFR 200.306 and 2 CFR.403, equal to **\$7,500**. Grant moneys may not be used for any purpose other than Project costs. No more than **90%** of the total Project costs may be paid with Grant moneys.
6. **Disbursements; Expenses.**
 - (a) This is an expense reimbursement Grant. Disbursements for reimbursement of expenses, including travel and travel related expenses (if authorized), will be made only in accordance with the schedule and requirements contained in Sections 5 and 5A and subject to the conditions set forth in Section 7. Payments will be based on reimbursement of actual Project expenses authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof; copies of paid contractor invoices; and copies of paid invoices for equipment; and receipts for lodging, airfare, car rental, and conference registration, when applicable.
 - (b) Recipient may submit monthly invoices for expense reimbursement. Reimbursement requests must be accompanied by invoices that describe all work performed with particularity (including by whom it was performed) and that itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested. Recipient may not seek or receive from any third party any form of duplicate, overlapping or multiple payments for expenses reimbursed under this Agreement nor may expenses used to satisfy any cash match requirement under this Agreement be used to satisfy the match or cost sharing requirement of any other project or program. Invoices and receipts must be submitted with the Smoke Management Grant Agreement Payment Request and Expenditure Report (Exhibit B). Any cost-sharing or match using federal funds must also be disclosed in the Smoke Management Project Grant Agreement Payment Request and Expenditure Report (Exhibit B).

DEQ will withhold up to 20% of total Grant funds for the Project until Recipient has submitted, and DEQ has accepted, the Final Report on the Project (as required by Exhibit A and described in Exhibit C) and a Final Payment Request and Expenditure Report.

- (c) Notwithstanding Sections 4(a) and 4(b) above and the reimbursement provisions of Section 4A below, DEQ may, in its sole discretion and upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.

- 7. Travel and Related Expenses.** DEQ will not reimburse Recipient for any travel or travel related expenses under this Agreement.
- 8. Recovery of Grant Funds.** Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.
- 9. Recipient's Representations and Warranties.** Recipient represents and warrants to DEQ as follows:
- (a) Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- (b) The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
- (c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
- (d) No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- (e) Less than \$750,000 in funds of a public agency (within the meaning of ORS 279C.800 through 279C.870) will be used for the Project.
- 10. Conditions Precedent to Each Disbursement.** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (a) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) No default under this Agreement has occurred and is continuing; and
- (c) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date disbursement.
- (d) Recipient is not in default under Section 31.
- 11. Contracts.** Recipient may enter into contracts to implement the Project without obtaining prior written consent from the DEQ's Grant Administrator. The Recipient is not relieved of any duties under this contract when it subcontracts. Recipient must ensure that terms applicable to the Recipient, such as compliance with any required federal terms and conditions, apply also to subcontractors, including Appendix II to 2 CFR Part 200.
- 12. Grant Requirements.** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. A capital outlay item purchased with Grant funds must be used for the purpose set forth in this Agreement for a minimum of five (5) years or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value from Recipient at any time that Recipient ceases use of the equipment for its intended purpose. Use of Grant funds for the following purposes is expressly prohibited:
- (a) Costs for which payment has been or will be received under another financial assistance program or other agency or department of the State of Oregon;
- (b) Costs incurred outside the Project Period;
- (c) Ordinary operating expenses that are not directly related to the Project.
- 13. Reporting.** Recipient shall submit reports on the Project as described in Exhibit A. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any development that significantly impacts the activities funded by this Agreement, including any change in the truth or accuracy of the representations and warranties set forth in Section 6 and any delay or adverse condition that materially impairs Recipient's ability

to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact of the situation, along with any assistance Recipient may require to do so.

- 14. Records Maintenance and Access.** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations, and make excerpts, transcripts and copies of same in their sole discretion. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- 15. Compliance with Applicable Law.** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees 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; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (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 659, as amended; (ix) ORS 279A, ORS 279B, and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. 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.
- 16. Recycled Material Use** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)) and other recycled products as the term "recycled product" is defined in ORS 279A.010(1)(ii)). The Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable in giving preference in its procurement programs to purchase of recycled products.
- 17. Indemnity.** Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
- 18. Indemnification by Contractors.** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of the contractor or its officers, employees, subcontractors, or agents in connection with the Project.
- 19. Termination.**
- (a) This Agreement may be terminated by mutual consent of both parties.
- (b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, (i) if DEQ fails to receive sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make payments under this Agreement, (ii) if there is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (iii) in accordance with Section 18.
- 20. Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:
- (a) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
- (b) Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;
- (c) Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or

(iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

- 21. Remedies Upon Default.** If Recipient's default under Section 17(a) or 17(b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Section 17(c) or 17(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 22. No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
- 23. Notices.** Any notification required under this Agreement shall be in writing, delivered to the Grant Administrator only by one of the following methods: in-person; U.S. mail, postage prepaid; or email. Notices mailed or emailed must be sent to the address or email address set forth in this Agreement on page 1. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 24. Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement, or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Deadline of any proposed amendments to the Agreement.
- 25. Assignment; Successors and Assigns.** Recipient may not assign or transfer its interest in this Agreement without the prior written consent of DEQ and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 26. Survival.** Sections 5, 9, 11, 14, 15, 22, and 23, and all other provisions that by their terms are meant to survive, shall survive the termination of this Agreement.
- 27. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 28. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DEQ (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 29. Alternative Dispute Resolution.** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for the administration of this Agreement. In addition, the parties may agree to utilize a jointly-selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 30. Management Fees.** Management fees or similar charges are not eligible costs under this Agreement. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not eligible costs under this Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement.

- 31. **Intangible Property.** The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant Agreement. For any such work, Recipient grants to DEQ and EPA a nonexclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.
- 32. **Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons", as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. Recipient may access the Excluded Parties List System at <http://www.sam.gov>.
- 33. **Trafficking Victim Protection Act of 2000, Section 106** Prohibition statement for Recipients who are **private entities**: You as the Recipient, your employees, sub-recipients and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of the Grant or sub-grants.
- 34. **Drug Free Workplace.** The Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536, Subpart B.
- 35. **Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.
- 36. **Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 37. **Independent Contractors.** DEQ and Recipient agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 38. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110, 459.053(7) and 459A.120.

AGREED BY RECIPIENT:

Nick Lelack, County Administrator

Date

AGREED BY DEQ:

Brian Boling, Central Services Administrator - DPO

Date

23-11150-71014
Index-PCA-Pjt

EXHIBIT A

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SMOKE MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE	
Project Name: Smoke and Public Health in Deschutes County	DEQ #: 023-22
Recipient: Deschutes County	

BACKGROUND

DEQ received funding from the 2021 Senate Bill 762 (SB-762 (2021)) to fund CRP staffing and implementation work. DEQ will be accomplishing these efforts by establishing intergovernmental agreements with identified communities that already have completed CRPs.

PROJECT BUDGET

	Grant Amount	Match Amount	Total
Personnel	\$0	\$4,500	\$4,500
Professional Services	\$70,000	\$0	\$70,000
Other Services and Supplies	\$5,000	\$3,000	\$8,000
Capital Outlay (equipment, property, rolling stock, etc)	\$0	\$0	\$0
Travel (if applicable)	\$0	\$0	\$0
Other (Admin Fee)	\$0	\$0	\$0
TOTAL	\$75,000	\$7,500	\$82,500

PROJECT DESCRIPTION: Deschutes County, in partnership with federal, state and local partners and a contracted vendor will increase educational awareness of what citizens can do to protect their health during times of elevated smoke from prescribed fire and wildfire. Deschutes County will hire a contractor to develop a media and educational campaign, provide suggestions for website improvements, develop educational materials and procure print, display, broadcast and social media ads. The target audience for the campaign will be the general public, healthcare providers, Spanish-speaking residents and populations that are more vulnerable to smoke, including:

- Persons with asthma or other chronic respiratory diseases, such as COPD and emphysema
- Persons with cardiovascular disease
- Persons 65 years of age or older
- Parents of Infants and children
- Pregnant women
- Smokers, especially those who have smoked for several years
- Persons without housing or access to closed-loop air conditioning.

All timelines are estimated. Any substantial deviation (+1 months) need to be reviewed and approved by DEQ.

GOAL 1: Contract with firm to develop campaign.

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Develop RFP and Issue RFP for Services	November 2021	Contract with firm to develop media campaign and procure ads	Execution of RFP	Deschutes County Health Services

GOAL 2: Development and execution of media campaign.

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Collaborate with County and other external partners on media campaign development, educational material development, website improvements and the procurement of print, display, broadcast and social media ads.	Dec. to Feb. 2022	Contractor will create assets and content. Contractor will collaborate with County to improve County’s existing website landing page with the purpose of serving as the campaign hub for digital advertising efforts. Materials will be available in English and Spanish.	Generating awareness among target audience with a focus on impressions, reach and frequency. Messages shall drive traffic to the region’s website for audiences to find additional resources, information, and messages. Campaign optimizations shall continue to be made throughout the course of the campaign ensuring the best messaging results.	Contracted Vendor

Coordinate development and execution of activities including but not be limited to: video production, creative materials and ad buys.	March 2022 to March 2023	<p>Contractor will provide a timeline for campaign development and include due dates for client feedback.</p> <p>Contractor will manage placement and ongoing maintenance of campaigns. As much as practical campaigns will correlate with anticipated smoke impacts to the community. During the initial launch of the campaign, Contractor will conduct A/B testing of ads to determine the best performing campaign assets.</p>	Throughout the duration the campaign, Contractor will continue optimizing media messages based on click-thru-rates, link clicks, video-completion rates and other predetermined key performance indicators agreed upon by the Recipient and Contractor.	Contracted Vendor
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GOAL 3: Develop and distribute materials for healthcare providers.

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Develop materials for healthcare providers	March – April 2022	<p>Contractor will provide a timeline for campaign development and include due dates for client feedback.</p> <p>Contractor will develop print and electronic materials (including a suite of social media posts) for healthcare provider use.</p>	Development of regionally specific materials that will assist providers in discussing smoke impacts and mitigation strategies with their patients.	Contractor Vendor
Distribute materials to healthcare providers	May – August 2022	Deschutes County Health Services to share materials with Health Care providers	Health Care providers use resources and share social posts on their accounts. Track using campaign specific hashtags.	Deschutes County Health Services distributes

GOAL 4: Services and Supplies.

Task(s)	Timeline	Expected Outcome	Success Measures	Organization Responsible
Print collateral	March 2022 – Feb 2023	Materials developed by vendor are printed and available to distribute to community.	Materials are printed and distributed to partners for use in advance of and during smoke impacts	Deschutes County Health Services
Utilize reader boards or other signage before, during and after prescribed fire smoke	April – June 2022	Reader boards will be placed in high traffic areas or near communities that could be impacted by smoke so that residents can take action to protect themselves	Up to 2 reader boards will be rented and will be moved to multiple locations and will be placed in high traffic areas depending on where burning takes place.	Deschutes County in coordination with USFS.

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient’s ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

REPORTING TASKS

Task 1: Recipient must attend the Project kick-off meeting and quarterly project check-in meetings scheduled by the DEQ Grant Administrator.

Task 2: Recipient must submit a Project Progress Report at the Project mid-point (date at middle point between the Effective Date of the agreement and Project Completion Date), but no later than six (6) months after the Effective Date of this Agreement. The report must be submitted to DEQ’s Grant Administrator and must be provided electronically in PDF or Microsoft Word format. The report must contain the information outlined on Exhibit C.

Task 3: Recipient will submit a Final Report at the Project’s completion no later than thirty (30) days after the Project Completion Date. The Final Report must contain the information outlined on Exhibit C.

EXHIBIT B

OREGON DEQ SMOKE MANAGEMENT GRANT AGREEMENT PAYMENT REQUEST AND EXPENDITURE REPORT

Project Name: Smoke and Public Health in Deschutes County	
Recipient Name: Deschutes County	DEQ Grant Agreement #: 023-22
Grant Administrator: Ed Keith	Project Period: Project Period Here
Total Awarded Grant Amount: \$75,000	Total Match Required: Amount Here
Organization: Deschutes County PO Box 6005 Bend, Oregon 97708-6005 Phone: 541-322-7117 E-mail: ed.keith@deschutes.org	Current Expenditure Period From: XX/XX/XXX To: XX/XX/XXX

EXPENDITURE SUMMARY	Grant Expenditures			Match Expenditures			Total Expenditures
	a	b	a + b = c	d	e	d + e = f	c + f
	Previously Reported (\$)	Current Period (\$)	Cumulative to Date (\$)	Previously Reported (\$)	Current Period (\$)	Cumulative To Date (\$)	To Date (\$)
Personal Services							
Subcontracts							
Services/Supplies							
Travel							
Equipment							
Other Costs							
TOTAL							

Submit payment request with supporting reports to DEQEXP@deq.state.or.us

Total Federal Funds Included in Match: \$ _____
 Total Grant Money Received to Date: \$ _____
 Amount of this Request: \$ _____

CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

 Signature Name & Title (print) Date

DEQ USE ONLY Approved for Payment:

 DEQ Grant Administrator Date DEQ Program Manager Date

EXHIBIT C

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SMOKE MANAGEMENT GRANT AGREEMENT
PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS

A. **A Project Progress Report** is due to DEQ, at the Project mid-point (date at middle point between the Effective Date of the agreement and Project Completion Date), but no later than six (6) months after the Effective Date of this Agreement. The report must be submitted to DEQ's Grant Administrator and must be provided electronically in PDF or Microsoft Word format.

DEQ Grant Agreement #: 023-22

Project Name:

Recipient Name and Recipient Grant Administrator Contact Information:

Grant Start Date:

Grant End Date:

Reporting Period:

1. Please list the Project objectives as outlined in Exhibit A of the grant agreement and describe the ongoing/accomplished work that has been completed for each objective thus far.
2. Are project expenditures aligning with your ongoing/accomplished work?
 Yes No
 If no, please provide an explanation for significant differences between Project budget and Project expenditures:
3. Will you be able to complete all Project objectives as proposed and on time?
 Yes No
 If no, please describe any major changes or experiences that have had, or will have, an impact on the Project objectives supported by the grant:
4. Is there anything that DEQ can assist with in order to ensure that the Project is completed as proposed and on schedule?
 Yes No
 If yes, please explain:
5. All other pertinent information on the progress of the Project can be shared here:

B. **A Final Report** is due to DEQ, upon project completion, but no later than the final Invoice Deadline. The report must be submitted to your DEQ Grant Administrator and must be provided electronically in PDF or Microsoft Word format. Reports at minimum must include:

DEQ Grant Agreement #:

Project Name:

Recipient Name and Recipient Grant Administrator Contact Information:

Grant Start Date:

Grant End Date:

Reporting Period:

1. Please list the Project objectives as outlined in Exhibit A of the grant agreement and describe all accomplishments. How do the actual accomplishments compare to those originally proposed? If a baseline assessment was done, include a description of that process and what was learned.
2. Describe any major problems or experiences that were encountered during the design and implementation of this Project and what impacts these had on the Project accomplishments.
3. Provide a description of the most and least successful components of the Project explaining why they were or were not successful.
4. Please provide an explanation for all significant differences between the Project budget and Project expenditures.
5. Provide copies of materials related to the Project highlighting various milestones achieved including brochures, public service announcements, photographs, news clippings, or reports.
6. All other pertinent information on the progress of the Project can be shared here:

Payments may be withheld per the terms of the Agreement until DEQ receives and approves all required reports.



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 1, 2021

SUBJECT: Legislative Session Planning

BACKGROUND AND POLICY IMPLICATIONS:

Phil Scheuers, Pac/West Lobby Group will provide an overview of legislative days and a preview of the upcoming legislative session. He will seek Board input on potential legislative priorities for the upcoming legislative session.

BUDGET IMPACTS:

None

ATTENDANCE:

*Phil Scheuers, Account Manager/Lobbyist, Pac/West Lobby Group
Whitney Hale, Deputy County Administrator*