



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JULY 21, 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 8:00 a.m. before the start of the meeting will be included in the meeting record.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: *For items not on this Agenda*

Note: *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by 8:00am on the day of the meeting.*

CONSENT AGENDA

1. Approval of Minutes of the July 7, 2021 BOCC Meeting
2. Approval of Minutes of the July 14 2021 BOCC Meeting

CONVENE AS THE GOVERNING BODY OF BLACK BUTTE RANCH COUNTY SERVICE DISTRICT

3. Consideration of Board Signature of Document No. 2021-621, Collective Bargaining Labor Agreement between Black Butte Ranch County Service District (Police Services) and General Teamsters Local No. 324

CONVENE AS THE GOVERNING BODY OF DESCHUTES COUNTY 911 SERVICE DISTRICT

4. Consideration of Resolution No. 2021-055, Correcting an Entry Error on Resolution No. 2021-041, Increasing Appropriations and Decreasing Reserves within the Fiscal Year 2021-2022 Deschutes County Budget.

RECONVENE AS THE GOVERNING BODY OF DESCHUTES COUNTY

ACTION ITEMS

5. PUBLIC HEARING – Consideration of Order No. 2021-015, Vacating a Portion of Cook Avenue
6. Consideration of Board Signature of Document No. 2021-555, Amendment to the Services Contract with Clean Harbors Environmental Services for the Household Hazardous Waste Management Program
7. FY22 Q1 Discretionary Grant Review
8. **10:30 AM** Acknowledge City of Bend Emergency Declaration - **Added Item**
9. **11:00 AM** COVID-19 Update

LUNCH RECESS

10. **1:00 PM** Courthouse Expansion Discussion

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.

- 11. Executive Sessions under ORS 192.660 (2) (h) Litigation and ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



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



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

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of July 21, 2021

DATE: July 15, 2021

FROM: David Doyle Legal Department 541-388-6625

TITLE OF AGENDA ITEM:

Approval of Document No. 2021-621, collective bargaining labor agreement between BBR County Service District (Police Services) and General Teamsters Local No. 324

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

Bruce Bischof negotiated on behalf of the District.

The agreement is retroactive to July 1, 2020.

Including the retroactive period, the agreement has a five (5) year term.

Significant changes:

- (1) The salary schedule Attachment 'A' reflects the following COLAs: (a) July 2020 = 2.6%; (b) July 2021 = 5.7% (calculated as 1% plus current CPI); (c) July 2022 = minimum 2.0% / maximum 5.0%; (d) July 2023 = minimum 2.0% / maximum 5.0%; (e) July 2024 = 3% plus current CPI with minimum 2.0% / maximum 5.0% (meaning low of 5%, high of 8%)
- (2) Step Increase: each July (2020 - 2024) the salary schedule shall increase by 2% minimum and 5% maximum based on CPI
- (3) Effective July 2021: employer will provide health insurance as no cost to employee; reopener to address impacts of ACA.

FISCAL IMPLICATIONS:

Approx. \$15,000 to \$20,000 annual increase from current year costs.

RECOMMENDATION & ACTION REQUESTED:

Move Approval of Document No. 2021-621, a 5-year collective bargaining agreement for police services at BBR.

ATTENDANCE: Chief Van Meter (Zoom); County Legal.

DISTRIBUTION OF DOCUMENTS:

County Legal to retain a copy. All originals returned to Bruce Bischof.



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, July 21, 2021

SUBJECT: Consideration of Board Signature of Document No. 2021-621, Collective Bargaining Labor Agreement between Black Butte Ranch County Service District (Police Services) and General Teamsters Local No. 324

ATTENDANCE:
Chief Van Meter (Zoom conference call) and Legal Counsel



Labor Agreement

Between

Black Butte Ranch County Service District
(Department of Police Services)

And

General Teamsters Local Union No. 324
July 1, 2020 through June 30, 2025



DC-2021-621

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PREAMBLE

This Agreement is entered into by and between the Black Butte Ranch County Service District, hereinafter referred to as the 'District' and the General Teamsters Local Union No. 324, hereinafter referred to as the 'Union' for purposes of setting forth the full agreement between the parties concerning rates of pay, schedule of hours and other conditions of employment affecting members of the bargaining unit.

Both the District and the Union recognize that it is in their mutual interest to provide the highest level of service possible including safety and security to Black Butte Ranch. Therefore, both parties agree to promote business practices which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, and protection of property and avoidance of interruptions. The parties will cooperate fully to secure the advancement and achievement of the purposes.

ARTICLE I-RECOGNITION

Section 1.1 The District recognizes the Union as the sole and exclusive bargaining agent for all full-time employees performing police duties, excluding temporary employees, volunteers, the Police Chief, Sergeant and Administrative Assistant.

ARTICLE 2-MANAGEMENT RIGHTS

Section 2.1 In order to operate its business, the District, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.

Section 2.2 Any of the rights, powers, authority and functions the District had prior to the negotiation of this Agreement are retained by the District and the express provisions of this Agreement constitute the only limitations on the District's right to manage its' business. The District not exercising rights, powers, authority and functions reserved to it, or it's exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its' right to exercise them in some other way not in conflict with a specific provision of this Agreement.

Section 2.3 All other traditional rights of management are also expressly reserved to the District. The express provisions of this Agreement constitute the only limitations upon the District's right to manage its' business as set forth in Article 5.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 The District and the Union agree not to discriminate against any employee on the basis of race, color, sex, age, national origin, marital status, religion, disability or Union activity or non-Union activity.

Section 3.2 The terms of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 4 - UNION RIGHTS

Section 4.1 – New Hires The District agrees to provide each new hire a copy of this Agreement upon their employment as described under Article 1. The Union will provide sufficient Copies of the Agreement for this purpose. Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement.

Section 4.2 - New Employee The District shall notify the Union of all eligible new hires including names, addresses and dates of hire.

Section 4.3 – Union Visitation A duly authorized representative of the Union, upon reasonable notice, may be permitted at reasonable times to enter the facilities operated by the District for the purpose of transacting Union business. However, the Union's representative shall, upon arrival at the District's facilities, request permission from the Chief or his designee to transact Union business. Transaction of any business shall be conducted in an appropriate location subject to rules, applicable to non-employees and shall not interfere with the work of employees. No visitations shall disrupt care or productivity and the District reserves the right to discontinue such visitations at any time.

Section 4.4 All Union activities shall be on the employees' own time and shall not take place during working hours. Union members will be given unpaid time off to participate in Union activities with 14 days' notice to the department, subject to approval by the Police Chief.

Section 4.5 - Bulletin Boards The District will provide bulletin board space which the Union may utilize for official Union business. The District shall determine location and size and all postings shall be approved by the District.

Section 4.6 - Hold Harmless The Union will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District as a result of any action taken pursuant to the provisions of Section 4.2. The Union and the District each agree to reimburse any money paid or not paid in error within 30 days of notification of such error.

ARTICLE 5 - SCOPE OF AGREEMENT

Section 5.1 The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Union and the rights of any employee covered by this Agreement and shall supersede all previous oral and written agreements between the District and the employees. The District is under no obligation to maintain past practices, existing conditions or historical prior benefits, oral or written.

ARTICLE 6 - RIGHT TO CONTRACT

Section 6.1 The District expressly reserves the right to contract bargaining unit work to non-District employees in the event of unforeseeable workloads or for other business reasons. The District agrees that it will notify the Union prior to sub-contracting bargaining unit work. The District will not contract for the purpose of displacing existing employees.

ARTICLE 7 - ASSIGNMENT OF PERSONNEL

Section 7.1 The decision to hire, schedule, transfer, assign, and promote employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work records as determined by the District.

ARTICLE 8 - HOURS OF WORK

Section 8.1 All hours of work and work schedules shall be determined solely by the District.

Section 8.2 The official workweek for all employees begins at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday. Except for twice per fiscal year, no employee shall be required to work more than six (6) consecutive days. This provision shall not apply in the event of an emergency or unforeseeable events.

Section 8.3 The District shall make a good faith effort to schedule training days to coincide with employees' normal work schedule.

ARTICLE 9 – SAFETY

Section 9.1 The District and the Union agree to cooperate in the continuing objective to eliminate accidents and health hazards.

Section 9.2 All employees are encouraged and expected to inform their supervisor of safety concerns in the workplace including health and safety issues.

ARTICLE 10-INSURANCE

Section 10.1 Effective July 1, 2021, the District agrees to provide health benefits coverage to each employee under the GW, D6, and V4 of the Oregon Teamster Employers Trust, at no cost to the employee.

Section 10.2 The District reserves the right to select or change insurance carriers with 60-day advance notice to the Union. The District further agrees that there will be no reduction in the District's contribution toward comprehensive health coverage if a decision to change carriers is implemented. Prior to making any change, the District will meet and confer with the Union.

Section 10.3 Insurance Reopener: During the term of this agreement, either party may reopen this Article to address unforeseeable issues including the Affordable Care Act.

ARTICLE 11-WAGES, CERTIFICATION & OVERTIME

Section 11.1 - Wages The wage schedule is contained in Attachment 'A'.

Section 11.2 - Incentive Pay Incentive pay shall include the following:

DPSST Intermediate Certificate	\$ 75 per month
DPSST Advanced Certificate	\$150 per month
Field Training Officer	\$ 75 per month
Evidence Officer	\$ 75 per month
Range Master/Firearms Instructor	\$ 75 per month
Longevity Pay:	\$50 per month for 5 to 10 years of service \$90 per month for 10+ years of service

Years of service is defined as the actual length of time, excluding leaves of absence, the employee has worked on a continuous basis for the Black Butte Ranch Service District or for the Black Butte Ranch Department of Public Safety as a paid year-round employee.

Employees must maintain satisfactory evaluations in order to be eligible. Certificate pay shall begin the first day of the month following receipt and submission of information to the District.

Employees are only eligible for FTO incentive pay for the actual hours assigned to FTO duties. When an employee is assigned to FTO duty, District will provide written notice to the employee of the employee's assigned FTO hours.

Note: It is expressly understood that assignments to this FTO, Evidence and Range Master positions are purely at the discretion of the District. All assignments shall be authorized in writing.

Section 11.3 - Call Back Pay Officers called back to duty outside of their regularly scheduled shifts shall receive a minimum of three (3) hours pay at the overtime rate.

Section 11.4 – Overtime Overtime hours worked will be compensated at the rate of one and one-half times the employee's regular rate of pay or, if compensatory time off is granted in lieu of pay, at the rate of one and one-half hours for each overtime hour worked. Paid time off during the regularly scheduled workweek shall not be considered time worked and shall not be included in the computation of overtime hours. Overtime shall be paid for all hours worked beyond an employee's scheduled daily shift or in accordance with the Fair Labor Standards Act (FLSA) or rules or regulations of the State of Oregon. Overtime shall not be paid twice for the same hours worked.

The start time for each work shift will be determined by the Police Chief. By agreement between the employee and the District, an employee may receive Compensatory time off in lieu of payment for overtime hours worked. The Compensatory time off accrual shall not exceed forty (40) hours.

ARTICLE 12-SICK LEAVE

Section 12.1 - Medical/Sick Leave The District recognizes that certain illnesses or injuries, including pregnancy, and related conditions, may require an extended period away from work. Medical/Sick Leave is available only if necessitated by an illness or injury to the employee or the employee's pregnancy.

Medical/Sick Leave may be used because of the illness/injury of one of the employee's immediate family if approved by the Chief, or in his absence, by the Sergeant. To qualify for Medical/Sick Leave, an individual must be a regular full-time employee. A physician's statement documenting an employee's illness/injury may be required at the option of the Police Chief, or designee, if an employee utilizes three (3) or more consecutive days of sick leave or if the employee is demonstrating a pattern of sick leave abuse. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.

The duration of leave will be determined by the employee's physician, subject to verification by a physician of the District's choosing. A physician's release for return to work may be required at the option of the Police Chief, or designee, if an employee has been off work for three (3) or more consecutive days because of illness or injury.

Section 12.2 - Accumulation of Medical/Sick Leave Employees shall accumulate eight

(8) hours per month or 96 hours per year. There is no limit to the number of Medical/Sick Leave hours that can be accumulated by an employee. A record will be kept of the employee's accumulation of Medical/Sick Leave. When an employee leaves employment with the District, the employee's accumulated Medical/Sick Leave may be converted into retirement benefits in accordance with the provisions of the retirement system in place for public employees in the State of Oregon (PERS prior to January 1, 2005) in effect at the time the employee leaves employment with the District. Medical/Sick Leave has no cash value. Employees who resign, retire or are terminated by the District have no vested interest in unused Medical/Sick Leave and receive no payment for it when an employee leaves the District.

ARTICLE 13 - PERSONAL TIME OFF (PTO)

The District provides a program for eligible employees to earn time off from work with pay. Such earned time will be granted for vacation and holidays. PTO consists of hours of credit earned by eligible employees based on paid hours of service, excluding overtime hours. Employees will use PTO hours prior to taking unpaid time off.

Section 13.1 – Eligibility All full-time employees are eligible to participate in the PTO program. Accrual begins on the first day of the month following date of hire.

Years of Service/Completed Maximum Vacation/Holiday Hours

- Step 1: All employees 0-5 Years:
 96 hrs. vacation + 80 hrs. holiday = 176 hrs./year
 14.7 hrs./month; 3.38hrs/week

- Step 2: DPSST Certified Employees with 5 or more years of Sworn Law Enforcement experience who have completed their probationary period.
 144 hrs. vacation + 80 hrs. holiday = 224 hrs./year
 18.7 hrs./month; 4.31 hrs./week

- Step 3: DPSST Certified Employees with 2 years BBPD experience and 10 or more years of Sworn Law Enforcement experience; and employees with 10+ years BBPD experience:
 192 hrs. vacation + 80 hrs. holiday = 272 hrs./year
 22.7 hrs./month; 5.23 hrs./week

The maximum earned hours (vacation and holiday) are calculated at .07697 per paid hour worked (equivalent to 20 days); .09615 per paid hour worked (equivalent to 25 days); and .11540 per paid hour worked (equivalent to 30 days), respectively.

“Years of service” is defined as the actual length of time, excluding leaves of absence, the employee has worked on a continuous basis for the Black Butte Ranch Service District or for the Black Butte Ranch Department of Public Safety as a paid year-r o u n d employee.

Section 13.2 — Accumulation Holiday/vacation time shall not be accumulated beyond the maximum annual accrued hours (280). Holiday/vacation time shall not accrue when an employee is at the maximum accumulation level.

Section 13.3 - Scheduled Time-Off Time off that has been requested at least fourteen (14) calendar days in advance and has been approved by the supervisor is compensated from accrued holiday/vacation time.

Section 13.4 - Unscheduled Time-Off Unscheduled time off may be requested by an employee for an unexpected emergency due to illness or other reasons. The holiday/vacation time must be approved by the supervisor based on the reason for absence and adequate notice provided of the impending absence. An employee is required to provide notice prior to the start of a scheduled work shift to receive holiday/vacation time for time off.

Section 13.5 - Cash Out Provisions Employees who terminate, retire, or transfer to an ineligible status shall be paid for any accrued holiday/vacation time through their last day worked.

Section 13.6 Employees may request pay in lieu of time off, once per year, up to forty (40) hours but not to exceed their total accrued hours, for emergencies. The request must be approved by the supervisor who will review the request and notify the employee of the decision. Accrued holiday/vacation time credit will be reduced by the amount paid out.

Section 13.7 - Bereavement Leave In case of a death in the immediate family of a regular employee, the employee, upon request, shall be allowed three (3) full shifts off with pay for the purpose of attending the funeral and assisting in the arrangements thereof. The immediate family will be defined as the employee's spouse or children, stepchild, mother or father, stepmother, stepfather, sister, brother, present sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents of the employee or spouse, or grandchildren.

ARTICLE 14- PERSONNEL RECORDS

Section 14.1 Employees have the right to inspect their own personnel record in the presence of a management representative. In order to keep records of employment up-to date, it is the responsibility of the employee to notify the District of changes such as: name and address, telephone number, marital status, dependents, certifications, licenses, and other pertinent information.

ARTICLE 15-STATE RETIREMENT SYSTEM MEMBERSHIP

Section 15.1 The District is a participating member of the retirement system in place for public employees of the State of Oregon ("Retirement System" PERS prior to January 1, 2005.) Employees must comply with the eligibility requirements of the Retirement System for participation in the Retirement System. Once an employee meets the eligibility requirements for participation in the Retirement System, the District will contribute to the Retirement System, on behalf of each eligible employee, the employer's portion, which is based on an actuarial premium, and the employee's six percent (6%) contribution to the Retirement System. If the District's total contribution exceeds thirty percent (30%) during the term of this contract, the employee shall contribute any amount over thirty percent (30%) up to thirty-six percent (36%). Thereafter the Employer will contribute the additional amount required. Total contribution by employees shall not exceed that allowed under state law.

Section 15.2 By Resolution No. 91-009 dated February 13, 1991; the Deschutes County Board of Directors determined that the District would not participate in Federal Social Security benefits pursuant to ORS 237.41 to 273.520.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1 The District will promptly consider and respond to employee grievances relating to employment conditions and relationships. Furthermore, the District prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise. An employee, at his or her discretion may elect to be represented by the Union at any step of the grievance procedure.

Section 16.2 - Grievance Procedure The following steps are to be followed in submitting and processing a formal grievance.

Step I. The aggrieved employee or group of employees should verbally present the grievance to the immediate supervisor within ten (10) days of the occurrence of the problem. The supervisor shall give his/her oral reply within ten (10) working days of the date of the presentation of the grievance, not including the date of presentation.

Step II. If the grievance is not fully settled in Step I, it shall, in detail, be reduced to writing, dated, signed by the aggrieved employee or group of employees, and presented by the aggrieved party to the Chief within ten (10) working days after the supervisor's oral reply is given (not including the day the answer is given). The Chief shall reply in writing to the grievance within ten (10) working days of the date of the presentation of the written grievance (not including the day of presentation).

Step III. If a grievance arising out of a suspension without pay or termination is not settled at Step II, the Union may initiate the formation of a Joint Conference Committee to hear the matter. The District shall be notified within ten (10) working days from the denial of the Step II grievance if the Union desires to pursue the grievance. The Joint Conference Committee shall consist of two panel members selected by the Union from a different Local Union, and the District shall appoint two panel members who are not employees or

Board Members of the District. The decision reached by the majority of the four panel members shall be binding on the parties. If the panel is unable to reach a majority decision, the Union may appeal the suspension or termination to Step IV below.

Step IV. If the grievance from Step II or Step III still remains unsettled, within seven (7) calendar days after the response of the Chief or Joint Conference Committee, the parties or their representatives shall submit the matter to the State of Oregon Employee Relations Board for final determination. The Board's decision shall be final and binding.

The Board shall be asked to submit an award within thirty (30) calendar days from the date of the hearing.

The parties shall pay an equal amount for the cost of the Board's professional fee and expenses and the cost of any hearing room.

Section 16.3 - Time Limits If the grievance procedures established by this Section are not initiated within the time limits, the grievance shall be considered not to have existed.

Section 16.4 - District Liability If the District fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

Section 16.5 - Extension of Time Limits The time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties involved. Mutual consent should be indicated in writing and signed by all parties involved.

ARTICLE 17-DISCIPLINE AND DISCHARGE

Section 17.1 No disciplinary action shall be taken without just cause. Disciplinary action shall be progressive in nature, beginning with a written warning, but, in all cases, the level of discipline shall be appropriate for the nature of the offense committed.

Section 17.2 Possible disciplinary actions include the following:

1. Written warning
2. Suspension
3. Demotion
4. Discharge

Section 17.3 Any written warning notice shall specify the misconduct for which the written warning is given and, if applicable, shall also specify the departmental rule, regulation, law or policy violated. A copy of the written warning will be sent promptly to both the employee and the Union.

Section 17.4 For any disciplinary action taken, reasonable efforts shall be made to take the disciplinary action in a manner that will cause the least amount of embarrassment for the employee before other employees or the public.

Section 17.5 Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the grievance procedure specified under this labor agreement.

Section 17.6 This Article shall not be construed to prohibit or abridge the District's right to give an oral warning. Oral warnings are not subject to the grievance procedure.

ARTICLE 18 - PROBATIONARY PERIOD

Section 18.1 Every new employee shall serve a probationary period of eighteen (18) months unless modified by mutual agreement. During this period, a probationary employee may be terminated with or without cause and such termination shall not be subject to the grievance procedure. New employees who maintain a current and valid DPSST certificate shall serve a one year (twelve months) probationary period.

ARTICLE 19-STRIKES AND LOCKOUTS

Section 19.1 The Union and its members, as individuals or as a group will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing or any other restriction of work at any location in this District. Employees in the bargaining unit, while acting in the course of their employment shall not honor any picket line establishment in the District by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.

Section 19.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation, and the obligations set forth in Section 19.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 19.3 There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 20-UNIFORMS

Section 20.1 All uniforms provided by the District will be of standard issue. Uniforms are defined as:

Shirt – Tie – Pants – Jacket – Hat - Vests

Uniform replacement orders will be placed after a request form is completed and turned into the Sergeant for approval and ordering. When new items are received, they are to be left for the Sergeant to issue for recording purposes. Alterations on uniforms should be done when uniforms are purchased. Any other alterations will be at officer's expense unless authorized by Sergeant or Chief before the alterations are done.

Boot Replacement: The Department requires a standard type of boot. The District will pay up to \$275 once every two years as a boot allowance. If officers desire a boot that exceeds the boot allowance, the officer will pay the difference. All styles of boots will need prior approval of the Sergeant and Chief. All orders will be placed through the Sergeant. The boot allowance can be carried over to the following year if not used, to a maximum of two years. If not used within two years, officers will lose accrued allowance.

ARTICLE 21 - JURY DUTY

Section 21.1 Employees shall be granted leave with pay for service upon a jury, provided, however, that the salary paid to such an employee for the period of absence shall be reduced by the amount of money received by employee for such jury service, and upon being excused from jury service for any day an employee shall immediately contact the Chief for assignment for the remainder of his or her regular workday.

ARTICLE 22 - SAVINGS CLAUSE

Section 22.1 Should a section, paragraph or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific section, paragraph or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to enter into negotiations for a substitute, if possible, for the invalidated section, paragraph or portion thereof.

ARTICLE 23 - TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2020, and remain in full force and effect through June 30, 2025


Black Butte Ranch County Service District



Rikki Goede - Board Chair

Dated: 7-8-2021

General Teamsters Local



Chris R. Muhs – Secretary/Treasurer

Dated: 7-8-2021

Deschutes County Board of Commissioners

Recording Secretary

Dated: _____

MEMORANDUM OF UNDERSTANDING

Between

Black Butte Ranch County Service District (Department of Police Services)

&

General Teamsters Local Union No. 324

Dated this _____ of _____, 2021.

ATTEST:

Recording Secretary

BOARD OF COUNTY COMMISSIONERS

OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT.

Anthony DeBone, Chair

Phil Chang, Vice Chair

Patti Adair, Commissioner

ATTACHMENT "A"

Black Butte Ranch Patrol Officer Salary Schedule

Effective ;

Wages:

July 1, 2020 2.6% (retro)

July 1, 2021 5.7% Based upon 1% + Current CPI

July 1, 2022 CPI based upon current formula with floor of 2% and ceiling of 5%

July 1, 2023 CPI based upon current formula with floor of 2% and ceiling of 5%

July 1, 2024 3% plus CPI based upon current formula with floor of 2% and ceiling of 5%

Notes:

- (1) All step advancements are subject to satisfactory performance as determined by the District.
- (2) All new (inexperienced officers) shall be placed on Step 1. Following 12 months of satisfactory performance, new employees may, on their anniversary date, be moved to Step 2.
- (3) New hires with prior experience will be placed on the step schedule as determined by the District.

July 1, 2020, July 1, 2021, July 1, 2022, July 1, 2023 and July 1, 2024: Salary schedule to be increased by 2.0% minimum and 5% maximum using the COLA formula below.

COLA Formula: Salary increase % will be determined by measuring the CPI-W, all US City average between May 1 and April 30 prior to each July 1 increase and determining the percentage change in the Index for that 12 month period.

OREGON TEAMSTER EMPLOYERS TRUST
SUBSCRIPTION AGREEMENT
(As Revised November 2013)

The Oregon Teamster Employers Trust Requires All
Participating Employers Be a Party to This Subscription Agreement

1. Labor Agreement.

EMPLOYER: Black Butte Ranch County Services (Department of Police Service) (hereafter Employer)
Please Print

UNION: General Teamsters local No. 324 (hereafter, Union) are
Please Print

parties to a collective bargaining agreement (hereafter, Labor Agreement). The Labor Agreement is effective from July 1, 2020, to June 30, 2025.

You must attach a copy of the signed Labor Agreement. The health and welfare provisions are on page 6.

2. Please Identify if Employer is:

- Corporation
- Governmental Agency
- Partnership
- Limited Liability Co.
- Sole Proprietorship
- Other

3. Funding of Any Contribution Increases (check whichever applies).

- The Labor Agreement provides a method to cover the cost of any contribution increases during the life of the Labor Agreement.
- The Labor Agreement does not provide a method to cover the cost of all contribution increases during the life of the Labor Agreement.

It is understood and agreed that the Board of Trustees reserves the right to increase the contribution rate(s) for the benefit plans it provides. Where the Labor Agreement does not provide sufficient contributions to support the benefit plans elected, the Board of Trustees will cancel the bargaining unit's participation in the Trust unless the bargaining parties agree upon a method for submitting the full required contribution amount for the benefit plan(s) elected.

4. Eligibility Rules. Benefits are only available to eligible participants in accordance with the terms of the benefit plans maintained by the Trust. All Teamster bargaining unit employees that meet the requirements of the collective bargaining agreement providing for participation in the Trust must be reported. The fact that an individual may have other coverage does not relieve the Employer of its obligation to contribute to the Trust on behalf of all eligible Teamster bargaining unit employees.

Please identify eligibility requirements as defined in the collective bargaining agreement:

- (a) Define the minimum number of hours per month required for eligibility: (80) Eighty
- (b) Define the type of hours that are reported (hours worked; hours compensated; straight time hours, etc.): Compensated
- (c) Identify any initial probationary period: NONE

(d) Identify any contractually excluded classes of Employees (i.e., seasonal, etc.): Temporary
Volunteers, Police Chief, Sergeants, Administrative Assistants.

5. **Benefit Plan Contributions.** The Labor Agreement provides that the undersigned Employer shall make contributions to the Oregon Teamster Employers Trust for the purpose of providing the bargaining unit employees, and their dependents, with the benefit plan(s) specified below:

SELECTED OTET BENEFIT PLANS	PLAN DESIGNATION	EFFECTIVE DATE	BASED ON HOURS IN MONTH OF
Health & Welfare Plan	<u>G.W</u>	<u>7-1-20</u>	<u>6-1-20</u>
Health & Welfare Plan			
Dental Plan	<u>D.G</u>	<u>7-1-20</u>	<u>6-1-20</u>
Dental Plan			
Vision Plan	<u>V-4</u>	<u>7-1-20</u>	<u>6-1-20</u>
Vision Plan			
Retiree Plan 3			
Health Care Reimbursement Arrangement			
Other _____			

It is understood and agreed that the undersigned Employer shall submit the full monthly contribution rate for each employee each month, regardless of collective bargaining agreement provisions requiring employees to bear a portion of the costs of said contribution.

6. **Contribution Due Date.** Contributions are due on the fifteenth (15th) of the month following the month in which the hours are worked or compensated. Contributions received after that date are considered delinquent. It is acknowledged that coverage is not provided unless contributions are made.

7. **Right to Audit.** All Employers are subject to audit on a regular basis. Employers with employees participating pursuant to this Agreement are subject to the Trust's audit provisions and policies. If unauthorized individuals are reported, the Trustees may recover any improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid, or from the Employer, and may also retain any contributions made on behalf of the ineligible individuals. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made. Interest on unpaid contributions, liquidated damages, audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement may also be recovered. The Employer agrees that in the event OTET incurs any liability or expense (including reasonable attorney fees, auditor fees or claim audit fees in the event of an overpayment refund request) as a result of the Employer's failure to abide by this Agreement, the Employer shall be liable for such incurred liability or expense.

7.A. **Mandatory Arbitration of Claims Seeking Recovery of Benefits Paid on Behalf of Improperly Reported Employees and Their Beneficiaries.**

Section 7 of this Agreement provides that if the Employer reports unauthorized individuals, the Trust may recover the improperly paid benefits from either the individual upon whose behalf or to whom the benefits were paid or the Employer who reported the unauthorized individual. The Trust pursues such claims if the improperly paid benefits exceed the contributions made on the unauthorized individual's behalf.

This provision provides a forum for hearing and resolving such claims and for the Trust to recover amounts found to have been paid to improperly reported individuals and is effective January 1, 2014 for currently participating groups and is effective immediately for new groups beginning participation in the Trust on or after September 1, 2013.

As a condition of continuing participation in the Trust, the parties hereby agree that any claim to recover benefits paid on behalf of an unauthorized individual as a result of the Employer's reporting shall be handled pursuant to mandatory arbitration. The arbitrator shall be appointed pursuant to the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to determine if the Employer reported an unauthorized individual and, if so, the amount of benefits which were paid to the unauthorized individual or his or her dependents as a result. The arbitrator shall also have the authority to order the Employer to repay the Trust for benefits payments made to unauthorized individuals or their dependents. The statute of limitations will be that for contracts under Oregon law.

Venue for any arbitration shall be in Portland, Oregon. The cost of arbitration shall be split equally between the parties though the arbitrator shall have the authority to order one party to pay the full cost. The parties expressly acknowledge that the arbitrator shall have the authority to award recovery of benefit payments to unauthorized individuals notwithstanding any limitations on judicial remedies that may exist under 29 U.S.C. 1132(a). Any enforcement action shall be pursuant to the Federal Arbitration Act.

8. **Obligation to Maintain Records.** All Employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Records are to be retained for seven years after the contributions are made pursuant to applicable laws. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to meet the applicable eligibility requirements did have sufficient hours in a month to require a contribution.
9. **Continuation Rights.** If an Employer ceases participating in the Trust pursuant to any collective bargaining agreement, any former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws, will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer unless federal law requires to the contrary.
10. **No Transfer of Assets.** If any Employer ceases participation in the Trust, the withdrawing Employer and participants shall have no right or claim to any of the assets of the Trust.
11. **Subscription to Trust Agreement.** In consideration of their acceptance as participants in the Oregon Teamster Employers Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. It is specifically acknowledged that said Trust Agreement contains provisions relating to payroll audits and the collection of delinquent Employer contributions including provisions concerning the imposition of audit costs, liquidated damages, interest, attorneys' fees and court costs.
12. **Acceptance of Trustees.** The undersigned Employer and Union hereby accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees

of the Oregon Teamster Employers Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

- 13. **Term.** This Subscription Agreement shall be effective during the term of the aforesaid Labor Agreement and during the term of all successive Labor Agreements which require Employer contributions to the Oregon Teamster Employers Trust provided, however, that the undersigned Employer, Union, or the Board of Trustees, may terminate this Subscription Agreement as of the expiration date of the aforesaid Labor Agreement, or at the end of any successive Labor Agreement, by giving sixty (60) days advance notice, in writing, to the other parties.
- 14. **Small Bargaining Unit Supplement.** If the Employer has three or fewer employees being reported to the Trust, it must complete a Small Bargaining Unit Supplement.

EMPLOYER

UNION

Black Butte Ranch County Services (Department of Public Services)
Name of Employer • Please Print

General Teamsters Local Union No. 324
Name of Union • Please Print

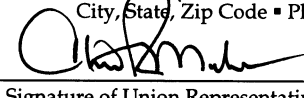
P.O. Box 8244
Street Address • Please Print

2686 Portland Rd N.E.
Street Address • Please Print

Black Butte, OR 97759
City, State, Zip Code • Please Print

Salem, OR 97301
City, State, Zip Code • Please Print

By:  7-8-2021
Signature of Employer Representative Date

By:  7/8/2021
Signature of Union Representative Date

By: MICHELLE GOEDE
Employer Representative • Print Name

By: CHRIS R. MUHS
Union Representative • Print Name

Board Chair
Title of Employer Representative • Please Print

Secretary-Treasurer
Title of Union Representative • Please Print

APPROVAL OF TRUSTEES

By: _____
Chairman Date

By: _____
Secretary Date

Instructions to Local Unions and Employers:

The Board of Trustees of the Oregon Teamster Employers Trust reserves the right to decline employer contributions unless this Subscription agreement is submitted, correctly filled out, and executed by the contributing employer and union. A duplicate original (or photocopy) of the signed Labor Agreement **MUST BE ATTACHED**. Please keep a copy for your records.

Where an employer association is executing this Subscription Agreement on behalf of several employers, the names and address of the individual employers, and the requested information concerning the form of the employers' businesses should be included on separate attached sheets. Likewise, if a union representative is signing for more than one local union, the names and addresses of the individual local unions should be included on separate sheets. Please keep a copy for your records.

Whenever the employer and the union select benefit plans other than those indicated above in this Subscription Agreement, a new Subscription Agreement must be submitted. Please keep a copy for your records.

Extra copies of benefit plan booklets and extra copies of the Trust Agreement are available from the Trust Administrative Office. The Trust Administrative Office is The William C. Earhart Company, Inc., 3140 N.E. Broadway, Portland, Oregon 97232; phone number 503-460-5212; WATS 1-877-396-4612.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 7/21/2021

SUBJECT: Consideration of Resolution No. 2021-055 Increasing Appropriations and Decreasing Reserves within the Fiscal Year 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move approval of Resolution 2021-055 Increasing Appropriations and Decreasing Reserves within the Deschutes County 9-1-1 Service District.

BACKGROUND AND POLICY IMPLICATIONS:

This Resolution corrects an entry error on Resolution 2021-041 which adopted the Deschutes County 9-1-1 Service District budget for fiscal year 2021-2022. An unascertained entry erroneously decreased Public Safety expenditures by \$591,709 while simultaneously incorrectly increasing Reserves by \$591,709.

BUDGET IMPACTS:

This will increase appropriations in the Deschutes County 9-1-1 Service District budget by \$591,709 and decrease reserves by \$591,709.

ATTENDANCE:

Dan Emerson, Budget Manager.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1
SERVICE DISTRICT

A Resolution Increasing	*	
Appropriations within the 2021-2022	*	RESOLUTION NO. 2021-055
Deschutes County Budget	*	

WHEREAS, an entry error within Resolution 2021-041 incorrectly decreased Deschutes 9-1-1 Service District Public Safety expenditures by \$591,709 and increased Deschutes County 9-1-1 Service District Reserve amounts by \$591,709, and

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

WHEREAS, it is necessary to increase appropriations by \$591,709 in Deschutes County 9-1-1 Service District to accommodate this request, and

WHEREAS, it is necessary to decrease \$591,709 in Deschutes County 9-1-1 Service District Reserves to accommodate this request; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT, as follows:

Section 1. That the following amounts be appropriated in the 2021-22 County Budget:

<u>Deschutes County 9-1-1 Service District</u>	
Public Safety	\$ 591,709
Reserves	(\$ 591,709)
Total Deschutes County 9-1-1 Service District	<u>\$ 0</u>

Section 2. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of July, 2021.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PHIL CHANG, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner

REVENUE

	Line Number				
Item	Project Code	Segment 2	Org	Object	

APPROPRIATION

	Line Number				Category
Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)
			7057550	410101	Personnel
			7107550	521851	Reserves

Correcting an Entry error within Resolution 2021-041.

Fund:
 Dept:
 Requested by:
 Date:

705
9-1-1
Dan Emerson

Description	Current Budgeted Amount	To (From)	Revised Budget
TOTAL	-	-	-

Description	Current Budgeted Amount	To (From)	Revised Budget
(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)			
Regular Employees	4,199,322	591,709	4,791,031
Reserves	6,549,698	(591,709)	5,957,989
TOTAL	10,749,020	-	10,749,020

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, July 21, 2021

SUBJECT: PUBLIC HEARING – Consideration of Order No. 2021-015, Vacating a Portion of Cook Avenue

RECOMMENDED MOTION:

Move approval of Order No. 2021-015.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department has received a petition to vacate a portion of the public right of way for Cook Avenue. Chief Petitioner for the proposed vacation is Patrick Todd, owner of Tax Lot 4500 on Assessor’s Map 16-12-31D; additional Petitioner for the proposed vacation is Sara Whitney, owner of Tax Lot 4600 on Assessor’s Map 16-12-31D.

The subject right of way was established by the 1904 plat for the Townsite of Laidlaw (Deschutes County Official Records Document No. 1918-000027). Cook Avenue north of the proposed vacation area and south of US 20 was vacated in 2002 (Deschutes County Official Records No. 2002-24038) and 2020 (Deschutes County Commissioners Journal No. CJ2020-265). The proposed vacation area is not maintained by Deschutes County and consists of a poor condition paved road. An existing overhead utility exists within the proposed vacation area. The proposed vacation area abuts a small northerly portion of Tax Lot 200 on Assessor’s Map 17-12-06, owned by Oregon Parks and Recreation Department (OPRD); OPRD is not a petitioner for the proposed vacation.

A public hearing will be held to allow for interested parties to provide testimony regarding the proposed vacation. Upon closing the public hearing, the Board of County Commissioners will consider adoption of Order No. 2021-015, which would vacate the subject right of way and vest the vacated right of way with the owner of Tax Lot 4600 on Assessor’s Map 16-12-31D.

BUDGET IMPACTS:

Petitioners have paid the vacation petition fee in the amount of \$500.00.

ATTENDANCE:

Cody Smith, County Engineer

REVIEWED
LEGAL COUNSEL



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Vacating a Portion of Cook Avenue * ORDER NO. 2021-015
in Deschutes County, Oregon *

WHEREAS, proceedings for vacating a portion of Cook Avenue, depicted and described in Exhibit "A" attached hereto and by this reference incorporated herein, were initiated by the Board of County Commissioners pursuant to ORS 368.341 upon the owners of property abutting said portion of Cook Avenue filing a petition, attached hereto as Exhibit "B" and by this reference incorporated herein, and upon adoption of Resolution No. 2021-023; and

WHEREAS, said petition contains the acknowledged signatures of owners of more than sixty percent of property abutting said portion of Cook Avenue and indicates said owners' approval of vacation; and

WHEREAS, upon request by the Board of County Commissioners, the County Road Official has prepared and filed with the Board a written report, attached hereto as Exhibit "C" and by this reference incorporated herein, concerning the proposed vacation pursuant to ORS 368.346(1); and

WHEREAS, said report contains the County Road Official's assessment that the proposed vacation is in the public interest; and

WHEREAS, a hearing before the Board of County Commissioners was held on Wednesday, July 21, 2021, at 9:00 a.m. in the Barnes and Sawyer Rooms of the Deschutes County Services Center, 1300 NW Wall Street, Bend, Oregon 97701, for consideration of the matter; now, therefore,

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

Section 1. That vacation of the property described in the attached Exhibit "A" is in the public interest.

Section 2. That the property described in the attached Exhibit "A" is hereby vacated.

Section 3. That the property vacated in Section 2 herein shall vest as described and depicted in the attached Exhibit "D".

Section 4. That the Deschutes County Surveyor is directed to mark the plat as provided in ORS 271.230.

Section 5. That this Order shall be recorded with the Deschutes County Clerk, and that copies shall be filed with the Deschutes County Surveyor and County Assessor.

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

EXHIBIT "A"
PORTION OF COOK AVENUE

A portion of Cook Avenue to be Vacated, located in the Southeast One-Quarter (SE1/4) of Section 31, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon being more particularly described as follows:

Beginning at the most Southerly corner of Parcel 1, Partition Plat No. 2014-5, Deschutes County Official Records, said point lying on the East Right-of-Way of Re-aligned O. B. Riley Road, also lying on the West Right-of-Way of Cook Avenue, said point being the TRUE POINT OF BEGINNING, thence along the West Right-of-Way of said Cook Avenue North 00°05'02" West 20.60 feet to a point being on the Westerly extension of the North line of Lot 3, Block 70, Townsite Of Laidlaw, Deschutes County, Oregon; thence leaving said West line along the Westerly extension of the North line of said Lot 3 North 89°57'31" East 70.00 feet to the Northwest corner of said Lot 3, said point lying on the East Right-of-Way of said Cook Avenue; thence leaving said North Line along the East Right-of-Way of said Cook Avenue South 00°05'02" East 116.00 feet to the Southwest corner of said Lot 3 said point lying on the South Section line of Section 31; thence along said South Line South 89°57'31" West 33.02 feet; thence along an arc of a Non-Tangent 580.0 feet curve to the Left a distance of 102.48 feet, the cord of which bears North 21°16'02" West 102.34 feet to the TRUE POINT OF BEGINNING.

Containing 0.14 acres more or less.

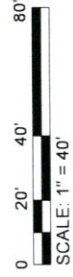
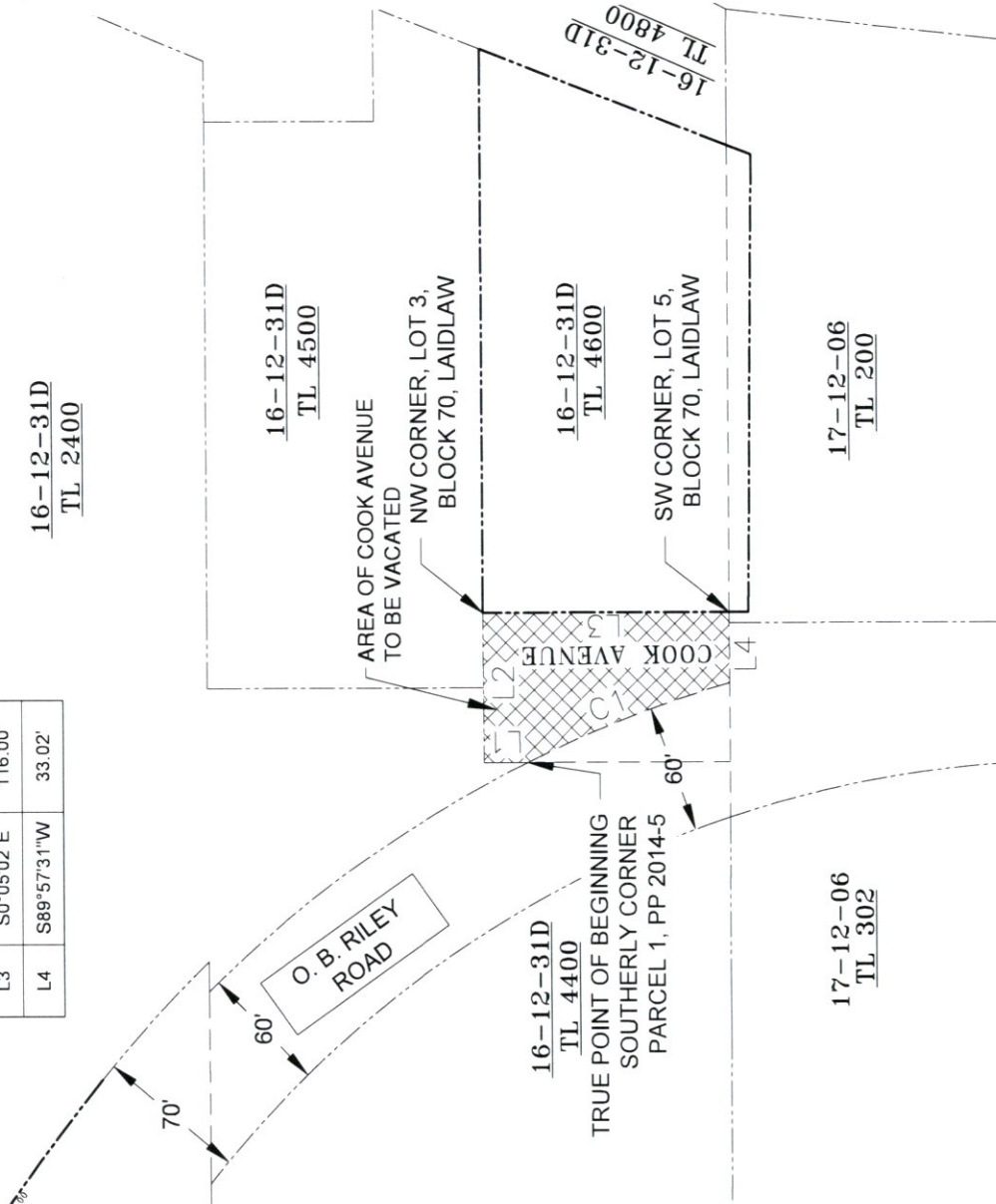
ROAD VACATION SEPTEMBER, 2020

A PORTION OF COOK AVENUE,
LOCATED IN THE SE 1/4 OF SECTION 31,
TOWNSHIP 16 SOUTH, RANGE 12 EAST, W.M.
DESCHUTES COUNTY, OREGON

Curve Table					
Curve	Radius	Length	Chord	Bearing	Delta
C1	580.00	102.48	102.34	N21°16'02"W	10°07'23"

16-12-31D
TL 2400

Parcel Line Table		
LINE	BEARING	LENGTH
L1	N0°05'02"W	20.60'
L2	N89°57'31"E	70.00'
L3	S0°05'02"E	116.00'
L4	S89°57'31"W	33.02'



SURVEYOR
SUN COUNTRY
ENGINEERING & SURVEYING, INC.
920 S.E. ARMOUR ROAD
BEND, OREGON 97702



VICINITY MAP
NOT TO SCALE

Drafting		Revisions	
Design	Scale	RMF No.	Date
1"	1"=40'	---	---
Date	Date	Date	Date
09/03/2020	09/03/2020	---	---
W.O. No.	W.O. No.	---	---
9066-01B	9066-01B	---	---

ROAD VACATION
PATRICK TODD

SUN COUNTRY ENGINEERING & SURVEYING, INC.
920 S.E. ARMOUR ROAD BEND, OREGON 97702 PHONE 382-8882

PETITION FOR VACATION OF A PUBLIC ROAD

TO: BOARD OF COMMISSIONERS FOR DESCHUTES COUNTY

We, the undersigned, holding recorded interests for the property abutting the proposed property for vacation, respectfully request the following described road be vacated.

Description of road to be vacated: A section of Cook Avenue as described on the attached Exhibit A and as shown on the attached B ("Road Vacation Map").

Reason for road vacation request: This 116' portion of Cook Avenue is not used for public roadway purposes and is not needed for street connectivity. No roadway improvements or utilities exist in the road or easements for the utilities will be provided. The property has only been used by the two undersigned abutting owners who both agree to this petition and to the proposed vacation of this portion of Cook Avenue. The vacation will not result in loss of access to either parcel abutting the vacated section because the owner of Tax Lot 4600 (Sara Whitney) has agreed to provide access to abutting Tax Lot 4500, owned by Patrick Todd. The parties are related. The remainder of Cook Avenue immediately to the north of this section and adjacent to TL 4500 was already vacated in BOCC Order No. 2020-040 (copy attached hereto as Exhibit C). Tax Lot 4500 was then the subject of a lot line adjustment (Exhibit D) and transfer by deed (Exhibit E), and as a result, Tax Lot 4500 as adjusted (Exhibit F) now has approximately 185 feet of frontage on O.B. Riley Road and is likely eligible to apply for a driveway permit. The proposed vacation will eliminate an obsolete roadway, reduce County maintenance obligations and is otherwise in the public interest.

DATED this 1 day of February 2021.

Sara Whitney

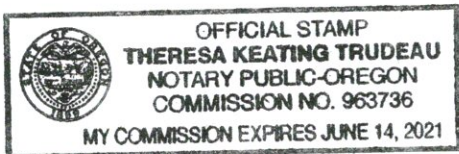
Patrick Todd

SARA WHITNEY
64414 O.B. Riley Rd.
Bend, OR 97701

PATRICK TODD
P.O. Box 5758
Bend, OR 97708

STATE OF OREGON)
) ss.
County of Deschutes)

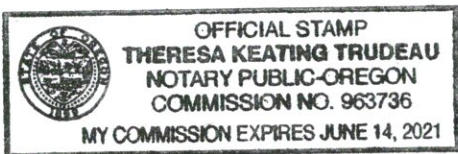
On this 1 day of February, in the year 2021, before me, a Notary Public, personally appeared Sara Whitney personally, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.



WITNESS my hand and official seal.

Theresa Keating Trudeau
Notary Public for Oregon.

On this 1 day of February, in the year 2021, before me, a Notary Public, personally appeared Patrick Todd personally, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.



WITNESS my hand and official seal.

Theresa Keating Trudeau
Notary Public for Oregon.

I CERTIFY THAT THIS IS THE TRUE AND ORIGINAL PETITION CIRCULATED BY ME.



Patrick Todd
PO Box 5758
Bend OR 97708
(541) 948-4035



MEMORANDUM

TO: Board of County Commissioners

FROM: Cody Smith, County Engineer, Deschutes County Road Department

DATE: July 14, 2021

SUBJECT: Road Official’s Report
Vacation of a Portion of Cook Ave in Section 31, Township 16 South, Range 12 East

Background:

Deschutes County Road Department has received a petition to vacate a portion of the public right of way for Cook Avenue. Chief Petitioner for the proposed vacation is Pattrick Todd, owner of Tax Lot 4500 on Assessor’s Map 16-12-31D; additional Petitioner for the proposed vacation is Sara Whitney, owner of Tax Lot 4600 on Assessor’s Map 16-12-31D. The petitioners have also submitted an agreement acknowledging their consent for the subject right of way to inure to Tax Lot 4600.

The subject right of way, which is described and depicted in proposed Order No. 2021-015, Exhibit “A”, was established by the 1904 plat for the Townsite of Laidlaw (Deschutes County Official Records Document No. 1918-000027). Cook Avenue north of the proposed vacation area and south of US 20 was vacated in 2002 (Deschutes County Official Records No. 2002-24038) and 2020 (Deschutes County Commissioners Journal No. CJ2020-265). The proposed vacation area is not maintained by Deschutes County and consists of a poor condition paved road. An existing overhead utility exists within the proposed vacation area. The proposed vacation area abuts a small northerly portion of Tax Lot 200 on Assessor’s Map 17-12-06, owned by Oregon Parks and Recreation Department (OPRD); OPRD is not a petitioner for the proposed vacation.

The Petitioners have requested the vacation for the following reason:

“This 116’ portion of Cook Avenue is not used for public roadway purposes and is not needed for street connectivity. No roadway improvements or utilities exist in the road or easements will be provided. The property has only been used by the two undersigned abutting owners who both agree to this petition and to the proposed vacation of this portion of Cook Avenue. The vacation will not result in a loss of access to either

parcel abutting the vacated section...The proposed vacation will eliminate an obsolete roadway, reduce County maintenance obligations and is otherwise in the public interest.”



Figure 1 –Aerial Photo of Proposed Vacation Area

The Road Department mailed preliminary notices of the proposed vacation to adjoining property owners and affected utilities and agencies. Responses to those notices are as follows:

- *Pacific Power*: Richard Birch, Property Agent for Pacific Power, submitted the following written response dated May 28, 2021:

“...I have reviewed the attached letter regarding vacating a portion of Cook Ave and Pacific Power has overhead powerlines within the to be vacated area that would need to be addressed before we can approve. 1 of 2 things need to occur for us to sign off:

1. The county reserves a 20 foot utility reservation in the vacation document – or -
2. The new landowner agrees to sign an easement for the power line that would record concurrently with the street vacation...”

The Petitioners have granted and recorded a right of way easement to PacifiCorp on March 31, 2021 (Deschutes County Official Records No. 2021-20268).

The following notified parties did not provide a response:

- Bend Broadband
- CenturyLink
- Pine Ridge Pump
- Oregon Parks and Recreation Department
- Deschutes County Community Development Department
- Deschutes County Legal Counsel

Findings:

Based upon the submitted petition materials, responses to the preliminary notices, and the Road Department’s research of the subject right of way, the Road Department finds that:

- The subject right of way was dedicated to the public on the Townsite of Laidlaw plat recorded as Document No. 1918-000027 in the office of the County Clerk, Deschutes County, Oregon (ORS 368.326).
- The proposed vacation will not deprive access to any owners of a recorded property right (ORS 368.331).
- The petitioners, who represent the owners of more than 60 percent of property abutting the subject right of way, have submitted a complete petition and submitted the required fee (ORS 368.341(1)(c); ORS 368.341(3); ORS 368.341(4); ORS368.351).
- As the petition for vacation does not include acknowledged signatures of owners of 100 percent of property abutting the proposed vacation area, the vacation proceedings are subject to a public hearing (ORS 368.346).
- The subject right of way does not appear to be needed for current or future public use.

Recommendation:

Based on the above findings, the Road Department has determined that the proposed vacation is in the public interest. The Road Department recommends that the Board of County Commissioners approve the

vacation of a portion of the right of way of Cook Avenue as described in proposed Order No. 2021-015 subject to the following conditions:

1. No opposition to the vacation is reported to the County prior to vacation order presentation to the Board of County Commissioners or during the required public hearing.
2. The vacated property shall vest according to the agreement submitted by the petitioners (proposed Order No. 2021-015, Exhibit "D") under the authority granted by ORS 368.366(2).

This report is made pursuant to ORS 368.326 through 368.366, concerning the vacation of county property.

AGREEMENT FOR VACATION OF RIGHT-OF-WAY AND VESTING OF VACATED PROPERTY

This Agreement is entered into by and between Patrick Todd ("Todd") and Sara Whitney ("Whitney") (collectively, the "Parties").

WHEREAS, Todd is the owner of real property located at 64414 O.B. Riley Road, Bend, Deschutes County, Oregon and described with particularity on the attached Exhibit 1;

WHEREAS, Whitney is the owner of real property located at 64404 O.B. Riley Road, Bend, Deschutes County, Oregon and described on the attached Exhibit 2.

WHEREAS, Whitney has submitted an application, to which Todd has consented, to the Road Department for Deschutes County to vacate a portion of Cook Avenue, approximately 116' in length that is adjacent to Todd's property and Whitney's property, which property to be vacated is described and marked on the attached Exhibit 3;

Now, therefore, for good and valuable consideration, the Parties hereby agree that the portion of Cook Avenue that is subject to the Parties' pending Petition to Vacate shall, upon approval of that Petition, vest in the name of Sarah Whitney and inure to Whitney's property described in Exhibit 2.

Patrick Todd

Sara Whitney

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on the 8 day of March 2021, by PATRICK TODD.

Notary Public of Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on the 8 day of March 2021, by SARA WHITNEY.


Notary Public of Oregon

8/5/2020
SCE # 9058

TAX LOT 4500

Lots One (1), Two (2), Nine (9), and Ten (10), Block Seventy (70), of the Townsite Of Laidlaw, Deschutes County, Oregon, together with those portions of vacated 15th Street, Riverside Avenue, Cook Avenue, and Alley which inured unto said Lots upon the vacation thereof.

TOGETHER WITH: A portion of Parcel One (1), Partition Plat Number 2014-05, located in the Southeast One-Quarter (SE1/4) of Section 31, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon being more particularly described as follows:

Beginning at the most Southerly corner of said Parcel 1, said point lying on the Easterly Right-of-Way of Re-aligned O. B. Riley Road and being the TRUE POINT OF BEGINNING; thence along the Easterly Right-of-Way of said Re-aligned O. B. Riley Road along the arc of a 580.00 foot curve to the Left, through a central angle of 18°20'32", an arc length of 185.68 feet (the cord of which bears North 35°29'57" West, 184.88 feet) to a point of non-tangency being an angle point in said Right-of-Way; thence North 89°57'31" East 13.94 feet; thence leaving said Right-of-Way North 89°57'31" East 93.20 feet to a point on the West Right-of-Way of vacated Cook Avenue; thence South 00°05'02" East along said West Right-of-Way line 150.60 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH: That portion of Cook Avenue, vacated per Order No. 2020-040, which inured thereto.

Containing 1.10 acres more or less.

Sun Country Engineering & Surveying, Inc.

EXHIBIT 1

Lots 3 through 8, Block 70, Townsite of Laidlaw, recorded August 1, 1918 in Cabinet A, Page 38, Deschutes County, Oregon.

TOGETHER WITH that portion of vacated alley and Riverside Avenue incurring thereto,

ALSO TOGETHER WITH a parcel of land lying in the Northeast Quarter (NE1/4) of Section 6, Township 17 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 106, Page 243, Deschutes County Records of Deeds,

Beginning at a 5/8" x 30" aluminum capped iron rod at the intersection of the North line of said Section 6 and the East line of Cook Avenue, Townsite of Laidlaw (Tumalo); thence along said North line South 89°53'30" East, 218.39 feet to a 1/2" x 12" iron rod being the centerline of Riverside Avenue (vacated) in said Townsite; thence along said centerline extended South 21°26'30" West, 12.28 feet; thence North 89°14'30" West, 213.93 feet to the Southerly extension of said East line of Cook Avenue; thence along said East line North 0°00'30" East, 9.00 feet to the Point of Beginning

EXHIBIT 2

PORTION OF COOK AVENUE

A portion of Cook Avenue to be Vacated, located in the Southeast One-Quarter (SE1/4) of Section 31, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon being more particularly described as follows:

Beginning at the most Southerly corner of Parcel 1, Partition Plat No. 2014-5, Deschutes County Official Records, said point lying on the East Right-of-Way of Re-aligned O. B. Riley Road, also lying on the West Right-of-Way of Cook Avenue, said point being the TRUE POINT OF BEGINNING, thence along the West Right-of-Way of said Cook Avenue North 00°05'02" West 20.60 feet to a point being on the Westerly extension of the North line of Lot 3, Block 70, Townsite Of Laidlaw, Deschutes County, Oregon; thence leaving said West line along the Westerly extension of the North line of said Lot 3 North 89°57'31" East 70.00 feet to the Northwest corner of said Lot 3, said point lying on the East Right-of-Way of said Cook Avenue; thence leaving said North Line along the East Right-of-Way of said Cook Avenue South 00°05'02" East 116.00 feet to the Southwest corner of said Lot 3 said point lying on the South Section line of Section 31; thence along said South Line South 89°57'31" West 33.02 feet; thence along an arc of a Non-Tangent 580.0 feet curve to the Left a distance of 102.48 feet, the cord of which bears North 21°16'02" West 102.34 feet to the TRUE POINT OF BEGINNING.

Containing 0.14 acres more or less.

EXHIBIT 3

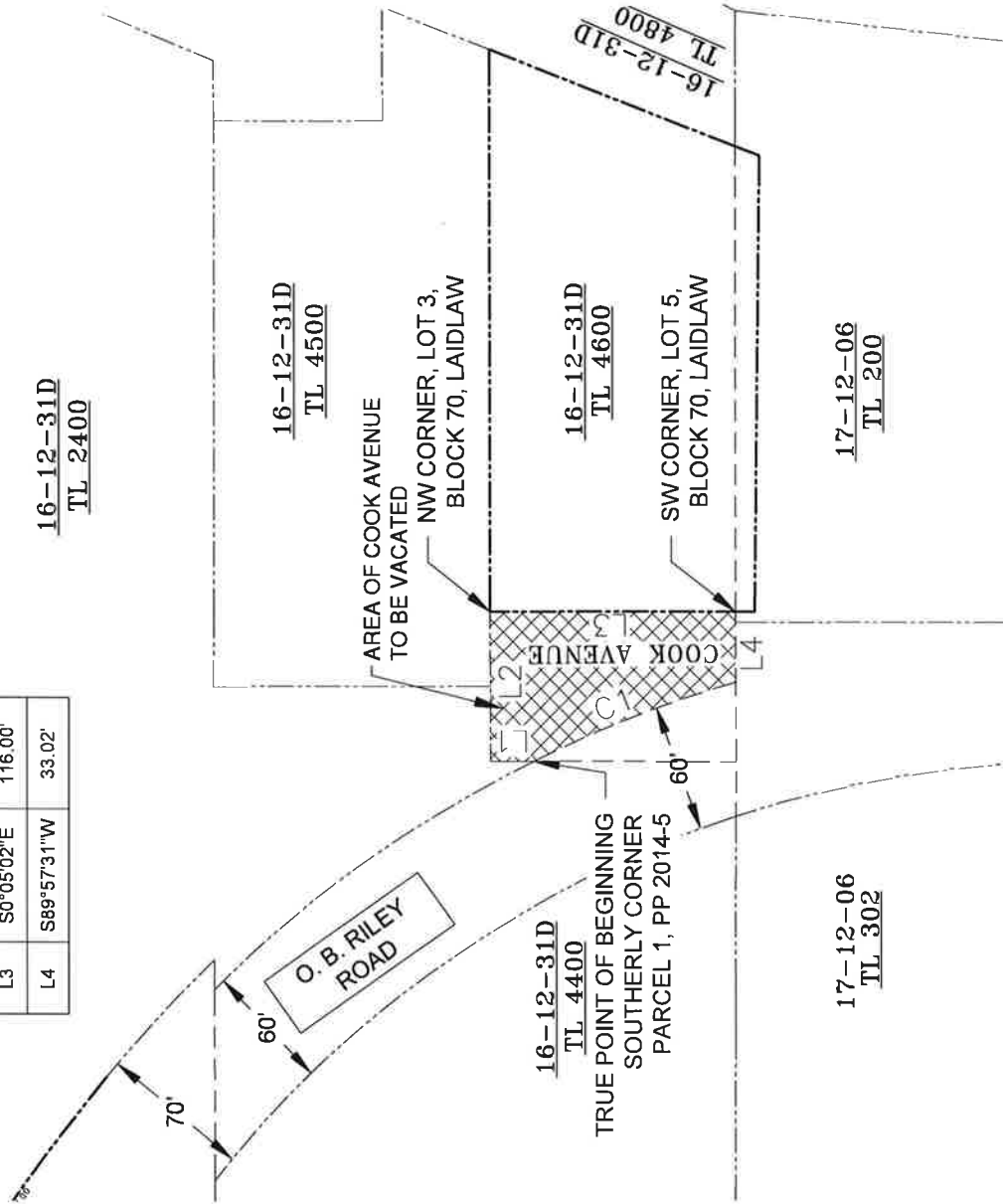
ROAD VACATION SEPTEMBER, 2020

A PORTION OF COOK AVENUE,
LOCATED IN THE SE 1/4 OF SECTION 31,
TOWNSHIP 16 SOUTH, RANGE 12 EAST, W.M.
DESCHUTES COUNTY, OREGON

Curve Table				
Curve	Radius	Length	Chord	Delta
C1	580.00	102.48	102.34	10°07'23"

16-12-31D
TL 2400

Parcel Line Table		
LINE	BEARING	LENGTH
L1	N0°05'02"W	20.60'
L2	N89°57'31"E	70.00'
L3	S0°05'02"E	116.00'
L4	S89°57'31"W	33.02'



SURVEYORS:
SUN COUNTRY
ENGINEERING & SURVEYING, INC.
920 S.E. ARMOUR ROAD
BEND, OREGON 97702



Drafting	Rev. No.	Date	Revisions
Design	1	09/03/2020	
Scale	1"=40'		
Date			
W.O. No.	9656-01B		

ROAD VACATION
PATRICK TODD

SUN COUNTRY ENGINEERING & SURVEYING, INC.
920 S.E. ARMOUR ROAD
BEND, OREGON 97702
PHONE 362-8882

EXHIBIT



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 21, 2021

SUBJECT: Consideration of Board Signature of Document No. 2021-555, Amendment to the Services Contract with Clean Harbors Environmental Services for the Household Hazardous Waste Management Program

RECOMMENDED MOTION:

Staff recommends that the Board of County Commissioners approve a contract amendment to Services Contract No. 2020-461 for household hazardous waste (HHW) management services with Clean Harbors Environmental Services, Inc. to extend the contract for 1 year.

BACKGROUND AND POLICY IMPLICATIONS:

In May 2020, the Board of County Commissioners issued a Notice of Intent to Award a services agreement with Clean Harbors Environmental Services, Inc. for the operation of the County's HHW management program. The program includes operation of the twice/month HHW collection program at Knott Landfill, annual collection events in Redmond, Sisters and La Pine, and the operation of a small business hazardous waste management service, which is operated on a cost recovery basis.

The agreement includes the option, at the County's discretion, to extend the contract annually for up to two 1-year extensions. This amendment extends the Services Agreement for year 2. Clean Harbors has requested a 2.59% fee increase to cover cost increases related to program operation for FY22. Review of the contractor's supporting documentation for the proposed price increase supports the increase as both fair and reasonable.

BUDGET IMPACTS:

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

ATTENDANCE:

Chad Centola, Interim Director of Solid Waste

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: July 12, 2021

Department: Solid Waste

Contractor/Supplier/Consultant Name: Clean Harbors Environmental Services, Inc.

Contractor Contact: Doug Reese
1520

Contractor Phone #: (971) 346-

Type of Document: Amendment to Services Contract 2020-461

Goods and/or Services: Household and Conditionally Exempt Generator Hazardous Waste Management Program. Services provided include operation of the hazardous waste facility at Knott Landfill, the operation of rural household hazardous waste collection events in Redmond, Sisters and LaPine, and the management of hazardous wastes received through the program.

Background & History: In May, 2020, the Board of County Commissioners issued a Notice of Intent to award a contract to Clean Harbors Environmental Services, Inc. for the operation of the County's household hazardous waste management program. The contract includes the option, at the County's discretion, to extend the contract annually for up to two 1-year extensions. Clean Harbors Environmental Services, Inc. has requested a 2.59% fee increase to cover increased costs related to program operation in FY 2021-22. Review of the contractor's supporting documentation for the proposed price increase supports the increase as both fair and reasonable.

Agreement Starting Date: 8/1/2021 or the date all parties have signed the agreement, whichever is later

Ending Date: 7/31/2022

Annual Value or Total Payment: \$230,917.82

Insurance Certificate Received (check box)
Insurance Expiration Date: 11/01/2021

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

7/15/2021

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Chad Centola, Interim Director
x7172

Phone #:

Department Director Approval:

Chad Centola
Signature

7/15/2021
Date

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

Official Review:

County Signature Required (check one):

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

Legal Review

DCM

Date

7/15/21

Document Number 2021-555

7/15/2021

REVIEWED
mm
LEGAL COUNSEL

07/21/2021 Item #6.

For Recording Stamp Only

**DOCUMENT NO. 2021-555
AMENDING DESCHUTES COUNTY CONTRACT NO. 2020-461**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2020-461 dated August 5, 2020, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Clean Harbors Environmental Services, Inc. ("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. The effective date of this Contract shall be ~~August 1, 2020~~ August 1, 2021, or the date on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on ~~July 31, 2024~~ July 21, 2022, whichever date occurs last. 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.

Clean Harbors Environmental Services, Inc. Household Hazardous Waste Management Program Fee Schedule is hereby amended in accordance with the attached Exhibit 1.

CONTRACTOR: Clean Harbors Environmental Services, Inc.

Paul Van Der Bosch
Authorized Signature

Dated this 9 of July, 2021.

COUNTY:

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Anthony DeBone, Chair

Phil Chang, Vice Chair

ATTEST:

Recording Secretary

Patti Adair, Commissioner

EXHIBIT 1
Clean Harbors Environmental Services, Inc.
Household Hazardous Waste Management Program Fee Schedule

1. FACILITY STAFFING AND OPERATION-KHW FIXED FACILITY

Fee Category		Estimated Annual Quantity ¹	Unit	Unit Price	Extension (Estimated Annual Quantity X unit price)
Mobilization		22	Lump Sum	\$816.29	\$17,958.38
Site Supervisor	Regular Time	352	/hour	\$56.43	\$19,863.36
	Overtime	0	/hour	\$84.65	\$
Chemist	Regular Time	352	/hour	\$48.98	\$17,240.96
	Overtime	0	/hour	\$74.97	\$
Hazardous Waste Technician	Regular Time	352	/hour	\$43.54	\$15,326.08
	Overtime	0	/hour	\$65.31	\$
Per Diem ²	---	66	/staff person	\$130.61	\$8,620.26
				TOTAL	\$71,251.04

¹ Assumptions: 22 events/year, 3 staff persons/event (1 supervisor, 1 chemist, 1 hazardous waste technician), 16 hours/event/staff person (8 hours/day), no overtime included for fee evaluation (overtime will be compensated for if incurred).

² Per diem applies only to Contractor personnel requiring overnight accommodations necessary for operation of the HHW facility. Per diem shall include lodging, food, and other sustenance and incidental charges.

2. FACILITY STAFFING AND OPERATION-TEMPORARY HHW EVENTS

Fee Category		Estimated Annual Quantity ¹	Unit	Unit Price	Extension (Estimated Annual Quantity X unit price)
Mobilization		3	Lump Sum	\$2,333.99	\$7,001.97
Site Supervisor	Regular Time	24	/hour	\$56.43	\$1,354.32
	Overtime	0	/hour	\$84.65	\$
Chemist	Regular Time	24	/hour	\$48.98	\$1,175.52
	Overtime	0	/hour	\$74.97	\$
Hazardous Waste Technician	Regular Time	144	/hour	\$43.54	\$6,269.76
	Overtime	0	/hour	\$65.31	\$
				TOTAL	\$15,801.57

¹ Assumptions: 3 events/year, 8 staff persons/event (1 supervisor, 1 chemist, 6 hazardous waste technicians), 8 hours/event/staff person, no overtime included for fee evaluation (overtime will be compensated for if incurred).

3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Paint Related Materials (Includes paints and stains not acceptable for Oregon Paint Recycling Program)	Loosepack	Fuel Blend/ Energy Recovery LPTP	CY box	35	/box	\$353.72	\$12,380.20
			55-gal drum	60	/drum	\$88.43	\$5,305.80
Flammable/Combustible Liquids (Fuels, lubricants, solvents, etc.)	Bulk	Fuel Blend/ Energy Recovery FB1/FB2	275-gal IBC Tank	18	/tank	\$516.98	\$9,305.64
			55-gal drum	30	/drum	\$103.40	\$3,102.00
Combustible Liquids (Oils, fuels etc.)	Bulk	Fuel Blend/ Energy Recovery FB2	55-gal drum	4	/drum	\$103.40	\$413.60
Antifreeze Solutions (Ethylene Glycol, etc.)	Bulk	Recycle B35	55-gal drum	4	/drum	\$103.40	\$413.60
Toxic Liquids, Organic, Flammable	Labpack	Destructive Incineration LCCR	55-gal drum	150	/drum	\$190.47	\$28,570.50
Toxic Solids, Organic	Loosepack	Destructive Incineration LCCR	CY box	20	/box	\$571.40	\$11,428.00
Aerosols, Flammable (paints, adhesives, etc.)	Loosepack	Destructive Incineration LCCRQ	CY box	25	/box	\$571.40	\$14,285.00
Compressed Gas, Flammable (propane)	Loosepack	Recycling/ Energy Recovery LCY1	5-gal tank packaged in CY box	35	/box	\$380.94	\$13,332.90
			16 oz. +/- cylinder packaged in 55-gal drum	12	/drum	\$95.23	\$1,142.76
Corrosive Liquids, Acidic, Inorganic	Labpack	Destructive Incineration LCCRA	55-gal drum	15	/drum	\$212.24	\$3,183.60
Corrosive Liquids, Basic, Inorganic	Labpack	Destructive Incineration LCCRB	55-gal drum	15	/drum	\$212.24	\$3,183.60
Oxidizing Solid	Loosepack	Destructive Incineration LCCRO	30-gal drum	2	/drum	\$244.88	\$489.76
Oxidizing Liquid	Labpack	Destructive Incineration LCCRO	30-gal drum	6	/drum	\$244.88	\$1,469.28

3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT (Cont'd)

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Organic Peroxide	Labpack	Destructive Incineration LRCTO	5-gal pail	3	/pail	\$163.26	\$489.78
Hypochlorite Solutions	Labpack	Destructive Incineration LCCRO	55-gal drum	13		\$282.12	\$3,667.56
Mercury	Labpack	Recycle LCHG2	5-gal pail	2	/pail	\$389.84	\$779.68
Fluorescent Tubes	Loosepack	Recycle CFL1	Box	75,000	/lin. ft.	\$0.13	\$9,750.00
Non-DOT Regulated HID/CFL Bulbs	Loosepack	Recycle CFL4/ CFL8	55-gal drum	15	/drum	\$272.10	\$4,081.50
Non-RCRA PCB Waste, Solid (Capacitors, Ballasts)	Loosepack	Recycle CHBD	55-gal drum	2	/drum	\$217.68	\$435.36
Batteries-Lithium	Labpack	Recycle LBBGB	5-gal pail	40	/pail	\$190.47	\$7,618.80
Batteries-Nickel Cadmium	Labpack	Recycle LBD2	30-gal drum	6	/drum	\$244.88	\$1,469.28
Fusees	Loosepack	Destructive Incineration LCCRD	5-gal pail	5	/pail	\$217.68	\$1,088.40
Fire Extinguishers	Loosepack	Recycle LCY2	55-gal drum	8	/drum	\$272.10	\$2,176.80
						TOTAL	\$139,563.40



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

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

Deschutes County, its officers, agents, employees and volunteers are named as Additional Insureds for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is further agreed that the General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 006 EFF DATE: 11/01/2020 EXP DATE: 11/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 006 EFF DATE: 11/01/2020 EXP DATE: 11/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G7145387A

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, July 21, 2021

SUBJECT: FY22 Q1 Discretionary Grant Review

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

Each quarter, the Board of Commissioners reviews applications submitted to the Deschutes County Discretionary Grant Program and makes awards accordingly. On July 21, 2021, the Board will consider requests made for activities to take place beginning or about the first quarter of 2021-22.

BUDGET IMPACTS:

Discretionary Grants are made available through the Video Lottery Fund, which is supported by state lottery proceeds. Discretionary Grant funds available during the first quarter were budgeted for FY 2021-22.

ATTENDANCE:

Laura Skundrick, Administrative Analyst



BOARD OF COMMISSIONERS

DISCRETIONARY GRANT PROGRAM Q1 SUMMARY

Organization	Request	Project
Assistance League of Bend	\$2,500	Operation School Bell
CLEAR Alliance	\$3,000	Summer Interns
Council on Aging	\$1,700	Replacement of Storm Damaged Canopies
EarthWin	\$2,500	Eco-Club Video Challenge
Family Kitchen	\$550	Film Screening: Managed Camps
Habitat for Humanity La Pine Sunriver	\$2,500	Critical Home Repairs
High Desert Education Service District / Central Oregon STEM Hub	\$2,500+	IGNITE Central Oregon - match funds
High Desert Food and Farm Alliance	\$2,500	Grow and Give
Kor Community Land Trust	\$2,500	Website Upgrade
La Pine Community Kitchen	\$2,500	Hot Meals/Pantry/Clothes Closet
The Owls: A Warrior Society	\$2,500	Summer Events
Ronald McDonald House	\$2,500	Meals from the Heart
Scalehouse / Central Oregon BIPOC	\$2,000	Complex(ion) Exhibit
Thrive Central Oregon	\$2,000	Office Expansion
Treehouse Therapies	\$1,419.90	SDC Fee payment
Q1 Total Requested Amount (Projects)	\$33,169.90	

Organization	Request	Fundraiser
Family Access Network	\$3,000	Annual Bend Luncheon
MountainStar Family Relief Nursery	\$2,000	Birdies 4 Babies
Q1 Total Requested Amount (Fundraisers)	\$5,000	



BOARD OF COMMISSIONERS

DISCRETIONARY GRANT PROGRAM Q1 STATUS

	Commissioner Adair	Commissioner DeBone	Commissioner Chang	Fundraising
2021-2022 Allocation	\$20,000	\$20,000	\$20,000	\$15,000
Funds Available	\$20,000	\$20,000	\$20,000	\$15,000



CITY OF BEND

**DECLARING A LOCAL STATE OF EMERGENCY IN
THE CITY OF BEND AS A RESULT OF EXTREME WEATHER CONDITIONS****First Amended Declaration**

The City Manager of the City of Bend finds that:

- A. There are existing conditions resulting in the need for a local emergency declaration.
- B. The Governor declared a drought for Deschutes County on June 8, 2021.
- C. At the time of the drafting of the original declaration on June 27, 2021, the high temperature at the Bend Airport was 104 degrees Fahrenheit, according to the National Weather Service.
- D. The National Weather Service issued an Excessive Heat Warning for the region, including Bend, through 8:00 p.m. on Thursday, July 1, 2021.
- E. The National Weather Service forecast for Bend at the time of the original declaration showed daily high temperatures as high as 104 degrees Fahrenheit and no lower than 96 degrees Fahrenheit through at least July 4, 2021.
- F. The City is making significant efforts to assist houseless people in Bend, but not all of the City's efforts will take effect immediately.¹ The unprecedented heat is an immediate public health emergency, most of all for people in Bend who do not have access to cool places indoors. The City has been in contact with other local public entities as well as service providers who serve the unhoused members of the Bend community. That coordination has resulted in opening cooling shelters and providing other assistance, but the City may require more flexibility to assist with meeting the immediate needs of the community during this emergency.
- G. The extreme heat is contributing to already high fire danger. As of June 28, 2021, the Deschutes National Forest fire danger was Extreme.
- H. Late June and early July are typically an extremely busy period for the Bend Fire & Rescue. The public health emergency caused by the extreme heat will further impact

¹ More information can be found here:

<https://www.bendoregon.gov/Home/Components/News/News/4562/29?backlist=%2fcity-projects%2fcommunity-priorities%2fhomelessness>

Bend Fire & Rescue's already stretched resources, jeopardizing public health and safety. Mitigating the risk of fires caused by the use of fireworks will allow Bend Fire & Rescue to prioritize other public safety needs.

I. The use of fireworks that are legal under state law has been allowed in Bend. Bend Municipal Code (BMC) 5.30.000 regulates fireworks within the City.

J. Late in the evening on June 25, 2021, fireworks caused a fire at Stover Park in northeast Bend. Bend Fire & Rescue was able to put out the fire before it spread beyond the park. At this time, the fireworks that caused the fire are thought to have been illegal under state law.

K. According to the National Fire Protection Association, fireworks cause over 19,000 fires and require emergency room treatment for over 9,000 people in the United States each year.

L. Bend, like many other cities in the western United States, is carefully monitoring water use due to a shortage of chlorine necessary for treatment of its water supply. The City advised water users on June 25, 2021 to make voluntary reductions in water usage. Bend Fire & Rescue relies on the City's water system in most areas of the City for fire suppression. The City cannot afford to use its limited water supply for fighting fires caused by fireworks.

M. On June 30, 2021, the Governor declared a statewide wildfire emergency through Executive Order 21-17². The Order remains in effect until the earlier of November 1, 2021, until the wildfire threat is significantly relieved or the fire season ends, as determined by the Governor.

N. Shortly after the City of Bend declared this emergency, many other jurisdictions around Oregon followed and imposed restrictions on fireworks, including several jurisdictions in Central Oregon.

O. Bend Fire & Rescue experienced a significant reduction in fireworks related calls on the July 4th holiday compared to incident data from the last five years.

P. The current fire danger in Bend and the surrounding area is categorized as Extreme. The current fire danger is expected to remain at the highest level of extreme throughout the wildland fire season, with an expected duration well into the fall.

Q. According to Bend Fire & Rescue, the drought conditions and the unseasonably high temperatures support an extension of the emergency declaration in Bend to mitigate any negative impacts on the service demand of firefighting resources.

² https://www.oregon.gov/gov/Documents/executive_orders/eo_21-17.pdf

R. As of July 7, 2021, the National Weather Service forecast for Bend shows multiple days with high temperatures over 90 degrees Fahrenheit through at least July 13, 2021.

S. Pursuant to ORS 401.309(1), the governing body of a city may declare, by ordinance or resolution that a state of emergency exists within the city, which ordinance/resolution may establish procedures to prepare for and carry out activity to prevent, minimize, respond to or recover from an emergency. The City's emergency ordinance (codified in the Bend Code) establishes the procedures for declaring a state of emergency by the City Manager, with ratification by the City Council, and the actions that can be taken.

T. Pursuant to BMC Chapter 1.60, if the City Manager determines that a state of emergency exists, the City may declare a state of emergency when "the health, safety or welfare of the City" is "threatened by a potential or actual natural disaster, accident, act of war or terrorism, disease, or other event or ongoing occurrence that results in an immediate and substantial threat to life, health or property." BMC Section 1.60.010 sets out the actions the City can take, which include the ability to close or limit access to public places, other actions, and also broad authorization to take any other action for the protection of safety, health, life or property.

Now, therefore, based on the above findings, THE CITY MANAGER OF THE CITY OF BEND ORDERS THAT:

1. A Local State of Emergency is declared to continue to exist throughout the City of Bend.
2. This Declaration of a Local State of Emergency became effective on June 28, 2021 and will remain in effect through August 31, 2021. It may be amended, modified, supplemented, and/or extended in additional increments so long as conditions continue to pose an ongoing, immediate, and substantial threat to life, safety, health, or property in the city of Bend.
3. To respond to the crisis, the City may relax, adjust, or waive any requirements, standards, criteria, or application of the Bend Municipal Code, Bend Development Code, or other regulations for the purpose of addressing the public health emergency caused by this extreme heat. Any such changes or decisions will be temporary in nature for so long as necessary to respond to this emergency. Any impacted sites or organizations that operate under adjustments or modifications under this section must revert to pre-existing requirements and standards once the emergency ends, and will in no way be vested under any of the adjustments or modifications.
4. In order to preserve limited public safety and water resources, and to prioritize Bend Fire & Rescue's ability to meet public safety needs, including those related to the extreme weather conditions, use of any and all fireworks as defined by ORS 480.111 within the city of Bend during this emergency is strictly prohibited. Violation of this order will be subject to a Class A civil infraction and any other civil and/or criminal penalties,

sanctions, and liability allowed by law. For purposes of this section, "use" includes lighting, exploding, or igniting in any way. Fireworks displays approved by Bend Fire & Rescue and the Oregon State Fire Marshall are exempt from this restriction. Use of fireworks that are illegal under state law continues to be prohibited at all times.

5. The City may take any other actions within its authority for the protection of safety, health, life, or property during this emergency.

6. The City will take all necessary steps authorized by law to coordinate the response and recovery of this emergency, including but not limited to, requesting assistance from the State of Oregon and Deschutes County, to the extent available.

Dated this 8th day of July 2021

DocuSigned by:
Jon Skidmore
C0251E1CA2D1455... COO

for City Manager, City of Bend

Subject to ratification by the City Council on July 21, 2021

Approved as to form:

DocuSigned by:
Mary Winters
F0C308BD345A438...
City Attorney



CITY OF BEND

**DECLARING A LOCAL STATE OF EMERGENCY IN
THE CITY OF BEND AS A RESULT OF EXTREME WEATHER CONDITIONS**

The City Manager of the City of Bend finds that:

- A. There are existing conditions resulting in the need for a local emergency declaration.
- B. The Governor declared a drought for Deschutes County on June 8, 2021.
- C. At the time of the drafting of this declaration on June 27, 2021, the high temperature at the Bend Airport was 104 degrees Fahrenheit, according to the National Weather Service.
- D. The National Weather Service has issued an Excessive Heat Warning for the region, including Bend, through 8 PM on Thursday, July 1, 2021.
- E. The current National Weather Service forecast for Bend shows daily high temperatures as high as 104 degrees Fahrenheit and no lower than 96 degrees Fahrenheit through at least July 4, 2021.
- F. The City is making significant efforts to assist houseless people in Bend, but not all of the City's efforts will take effect immediately.¹ The unprecedented heat is an immediate public health emergency, most of all for people in Bend who do not have access to cool places indoors. The City has been in contact with other local public entities as well as service providers who serve the unhoused members of the Bend community. That coordination has resulted in opening cooling shelters and providing other assistance, but the City may require more flexibility to assist with meeting the immediate needs of the community during this emergency.
- G. The extreme heat is contributing to already high fire danger. As of June 28, 2021, the Deschutes National Forest fire danger was Extreme.
- H. Late June and early July is typically an extremely busy period for the City of Bend Fire & Rescue Department. The public health emergency caused by the extreme heat will further impact the Department's already stretched resources, jeopardizing public

¹ More information can be found here:

<https://www.bendoregon.gov/Home/Components/News/News/4562/29?backlist=%2fcity-projects%2fcommunity-priorities%2fhomelessness>

health and safety. Mitigating the risk of fires caused by use of fireworks will allow the Department to prioritize other public safety needs.

I. The use of fireworks that are legal under state law has been allowed in Bend. Bend Municipal Code 5.30.000 regulates fireworks within the City.

J. Late in the evening on June 25, 2021, fireworks caused a fire at Stover Park. Bend Fire & Rescue was able to put out the fire before it spread beyond the park. At this time, the fireworks that caused the fire are thought to have been fireworks that are illegal under state law.

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M. Pursuant to ORS 401.309(1), the governing body of a city may declare, by ordinance or resolution that a state of emergency exists within the city, which ordinance/resolution may establish procedures to prepare for and carry out activity to prevent, minimize, respond to or recover from an emergency. The City's emergency ordinance (codified in the Bend Code) establishes the procedures for declaring a state of emergency by the City Manager, with ratification by the City Council, and the actions that can be taken.

N. Pursuant to Bend Municipal Code (BMC) Chapter 1.60, if the City Manager determines that a state of emergency exists, the City may declare a state of emergency when "the health, safety or welfare of the City" is "threatened by a potential or actual natural disaster, accident, act of war or terrorism, disease, or other event or ongoing occurrence that results in an immediate and substantial threat to life, health or property." Section 1.60.010 sets out the actions the City can take, which include the ability to close or limit access to public places, other actions, and also broad authorization to take any other action for the protection of safety, health, life or property.

Now, therefore, based on the above findings, THE CITY MANAGER OF THE CITY OF BEND ORDERS THAT:

1. A Local State of Emergency is declared to continue to exist throughout the City of Bend.

2. This Declaration of a Local State of Emergency is effective immediately and will remain in effect until July 9, 2021. It may be amended, modified, supplemented, and/or extended in additional increments so long as conditions continue to pose an ongoing, immediate, and substantial threat to life, safety, health, or property in the City of Bend.


3. To respond to the crisis, the City may relax, adjust, or waive any requirements, standards, criteria, or application of the Bend Municipal Code, Bend Development Code, or other regulations for the purpose of addressing the public health emergency caused by this extreme heat. Any such changes or decisions will be temporary in nature for so long as necessary to respond to this emergency. Any impacted sites or organizations that operate under adjustments or modifications under this section must revert to pre-existing requirements and standards once the emergency ends, and will in no way be vested under any of the adjustments or modifications.

4. In order to preserve limited public safety and water resources, and to prioritize Bend Fire & Rescue’s ability to meet public safety needs, including those related to the extreme weather conditions, use of any and all fireworks as defined by ORS 480.111 within the City of Bend during this emergency is strictly prohibited. Violation of this order will be subject to a Class A civil infraction and any other civil and/or criminal penalties, sanctions, and liability allowed by law. For purposes of this section, “use” includes lighting, exploding, or igniting in any way. Fireworks displays approved by Bend Fire & Rescue and the Oregon State Fire Marshall are exempt from this restriction. Use of fireworks that are illegal under state law continues to be prohibited at all times.

5. The City may take any other actions within its authority for the protection of safety, health, life, or property during this emergency.

6. The City will take all necessary steps authorized by law to coordinate the response and recovery of this emergency, including but not limited to, requesting assistance from the State of Oregon and Deschutes County, to the extent available.

Dated this 28th day of June 2021



City Manager, City of Bend

Subject to ratification by the City Council on July 21, 2021



MEMO

CITY OF BEND

TO: NATHAN GARIBAY, DESCHUTES COUNTY EMERGENCY MANAGER

FROM: ERIC KING, CITY MANAGER

DATE: 07/19/21

RE: EMERGENCY ORDER ACKNOWLEDGEMENT

The extended heat wave in late June 2021 created unsafe conditions for the unhoused members of our community. Further, the extreme heat combined with drought and dry fuel conditions created extreme fire risk as we approached the July 4th holiday with traditions such as use of personal fireworks. The City declared an emergency on June 28, 2021 to allow the City to “relax, adjust or waive any standards, criteria or application of the Bend Municipal Code, Bend Development Code or other regulations for the purpose of addressing the public health emergency” caused by the heat. Further, the Emergency Order states that “use of any and all fireworks within the City of Bend during this emergency is strictly prohibited.”

Due to the continued heat, the public health concerns stemming from the heat and the continued extreme fire risk, the Emergency Order was extended through August 31, 2021 on July 8, 2021.

Per section 1.60.015 of the Bend Municipal Code, the City Manager is required to submit the Emergency Order to the Deschutes County Emergency Manager for County Commissioner approval. See below for that citation:

1.60.015 Emergency Declaration

A declaration of a state of emergency within the City of Bend may be issued by the City Manager. Prior to declaring an emergency, the City Manager will make reasonable efforts to contact City Councilors to inform them of the need to declare an emergency. The City Manager will submit the declaration of emergency to the Deschutes County Emergency Manager for County Commissioner approval. At its next City Council



meeting, the Council shall consider ratification of the declaration of emergency. [Ord. NS-2159, 2011]

Please accept this memo and the two attached Emergency Orders in support of this request. If you have any questions relating to this issue or would like City staff support at the County Commissioner meeting please contact Jon Skidmore at 541-693-2175 or jskidmore@bendoregon.gov

Thank you.





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2021

SUBJECT: Courthouse Expansion Discussion

RECOMMENDED MOTION:

Move approval of the Courthouse Expansion conceptual design as presented and direct staff to proceed with project development and design to include the following:

1. Development of a Request for Proposals (RFP) for professional services for project management/owner's representation for the Courthouse Expansion
2. Development of a Findings of Fact for use of the Construction Manager/General Contractor (CM/GC) procurement method for construction services
3. Development of a Request for Proposals for architectural and engineering services for the Courthouse Expansion
4. Presentation of the project to the Facilities Project Review Committee for review of the following items:
 - a. Conceptual Rough-Order-of-Magnitude budget estimate
 - b. Conceptual basis of design for structural and architectural features
 - c. Procurement method recommendation:
 - i. Design/Bid/Build
 - ii. Construction Manager/General Contractor
 - iii. Design/Build

BACKGROUND AND POLICY IMPLICATIONS:

The expansion of the Deschutes County Courthouse to the south of its existing footprint was first envisioned in 2003 during design of a 9,300 square foot expansion that was completed in 2005. The expansion added two courtrooms, lobby, and mechanical space. At the time, future needs were envisioned to be met by an additional expansion to the south. Over time, that concept matured to its present form encompassing the following:

- +/- 30,000 finished square feet
- Basement/street level secure parking
- (3) courtrooms with potential for (1) additional
- Staff and program space

With Board direction, staff will proceed with 1) selection of an owner's representation firm, 2) development of a finding of fact documents for the use of the Construction Manager/General Contractor procurement method, 3) selection of an architecture and engineering design team, and 4) gathering input on the project from the Facility Project Review Committee related to the conceptual budget estimate, basis of design, and procurement methods.

BUDGET IMPACTS:

None at this time.

ATTENDANCE:

Lee Randall, Facilities Director

Kristie Bollinger, Property Manager

Erik Kropp, Deputy County Administrator