



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, AUGUST 04, 2021

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

(541) 388-6570 | [www.deschutes.org](http://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](http://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](mailto: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](mailto: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. Consideration of Resolution No. 2021-057 Converting 14.5 Health Services Limited Duration FTE to Regular Duration FTE within the Fiscal Year 2021-2022 Deschutes County Budget.
2. Consideration of Board Signature to Thank Colleen Halverson of Deschutes River Recreation Homesites Special Road District #8
3. Consideration of Board Signature to Appoint Brenda Collette to the Deschutes River Recreation Homesites Special Road District #8
4. Approval of Minutes of the July 21, 2021 BOCC Meeting
5. Approval of Minutes of the July 26 2021 BOCC Meeting

## ACTION ITEMS

6. **9:05 AM** Consideration of Board Signature of Order No. 2021-035, Whether to Hear Appeal of a Hearings Officer Approval of an Application for a Replacement Dwelling
7. **9:20 AM** Consideration of Chair Signature of Document No. 2021-640; Intergovernmental Agreement with Oregon Health Authority
8. **9:30 AM** COVID19 Update
9. **10:30 AM** American Rescue Plan Funding Update

## LUNCH RECESS

## OTHER ITEMS

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

## EXECUTIVE SESSION

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

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

## **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.

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 8/4/2021

SUBJECT: Consideration of Resolution No. 2021-057 Converting 14.5 Health Services Limited Duration FTE to Regular Duration FTE within the Fiscal Year 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move approval of Resolution 2021-057 converting 14.5 Health Services Limited Duration FTE to Regular Duration FTE in support of the Deschutes County Stabilization Center.

BACKGROUND AND POLICY IMPLICATIONS:

On July 26th, 2021 the Deschutes County Health Services Department presented to the Board of County Commissioners regarding converting 14.5 limited duration FTE to regular duration FTE in support of on-going Deschutes County Stabilization Center services. These positions have funding covered in FY 2022 but do not currently have funding after this time. An analysis by Health Services showed an unfunded personnel gap of 5.77 million through FY 2026.

Approval of this Resolution would convert the 14.5 FTE to regular duration and therefore would require an on-going and stable funding source to support these positions as early as FY 2023.

BUDGET IMPACTS: Positions are funded through FY 2022, after that an analysis by the Health Services Department showed a 5.77 million dollar unfunded personnel gap to support these positions through FY 2026. An on-going and stable funding source will need to be identified to support these positions as early as FY 2023.

ATTENDANCE:

Dan Emerson, Budget Manager.

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Converting \*  
FTE within the 2021-2022 \* RESOLUTION NO. 2021-057  
Deschutes County Budget \*

WHEREAS, the Deschutes County Health Services Department presented to the Board of County Commissioners on 7/26/2021 proposing conversion of 14.5 limited duration FTE to regular duration, and

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

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

Section 1. That the following FTE be added:

<u>Job Class</u>	<u>Type</u>	<u>Duration if Limited Duration</u>	<u>FTE</u>
<u>BHS II 2780</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>BHS II 2779</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>BHS II, LIC (VACANT) 2715</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>BHS II, LIC 2781</u>	<u>Regular Duration</u>	-	<u>0.60</u>
<u>BHS II 2716</u>	<u>Regular Duration</u>	-	<u>0.60</u>
<u>BHS II, LIC (VACANT) 2782</u>	<u>Regular Duration</u>	-	<u>0.60</u>
<u>BHS II 2778</u>	<u>Regular Duration</u>	-	<u>1.00</u>

<u>BH TECHNICIAN 2713</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>BH TECHNICIAN 2777</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>BH TECHNICIAN 2714</u>	<u>Regular Duration</u>	-	<u>0.60</u>
<u>BH TECHNICIAN 2776</u>	<u>Regular Duration</u>	-	<u>0.60</u>
<u>BHS I 2052</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>BHS I (VACANT) 2783</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>PEER SUPPORT SPECIALIST 2719</u>	<u>Regular Duration</u>	-	<u>0.50</u>
<u>ADMIN ANALYST 2824</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>ADMIN SUPPORT TECH 2846</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<u>BH TECHNICIAN 2801</u>	<u>Regular Duration</u>	-	<u>1.00</u>
<b><u>Total FTE</u></b>	-	-	<b><u>14.50</u></b>

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

DATED this \_\_\_\_\_ day of August, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PHIL CHANG, Vice-Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 4, 2021

SUBJECT: Consideration of Board Signature of Order No. 2021-035, Whether to Hear Appeal of a Hearings Officer Approval of an Application for a Replacement Dwelling

RECOMMENDED MOTION:

BACKGROUND AND POLICY IMPLICATIONS:

Before the Board of County Commissioners is an appeal of the Hearings Officer's decision approving a proposal for a replacement dwelling in the Exclusive Farm Use Zone and the Landscape Management and Wildlife Area Combining Zones proposed by property owners Robert Kim and Karen Reed. Ronald and Rachel Thompson filed a timely appeal of the Hearings Officer's decision. The Board will consider Order No. 2021-035 and whether to hear the matter on appeal.

See attached memorandum for further background information.

BUDGET IMPACTS:

None

ATTENDANCE:

Cynthia Smidt, Associate Planner



MEMORANDUM

TO: Board of County Commissioners
FROM: Cynthia Smidt, Associate Planner
DATE: July 26, 2021
RE: Appeal of Hearings Officer's approval of an application to replace a dwelling in the Exclusive Farm Use Zone, and the Landscape Management and Wildlife Area Combining Zones.

On August 4, 2021 the Board of County Commissioners (Board) will consider hearing an appeal of Hearings Officer decision (247-21-000263-A, 247-21-000340-LM, and 247-21-000070-AD) approving a proposal for a replacement dwelling in the Exclusive Farm Use Zone, and the Landscape Management and Wildlife Area Combining Zones.

I. BACKGROUND

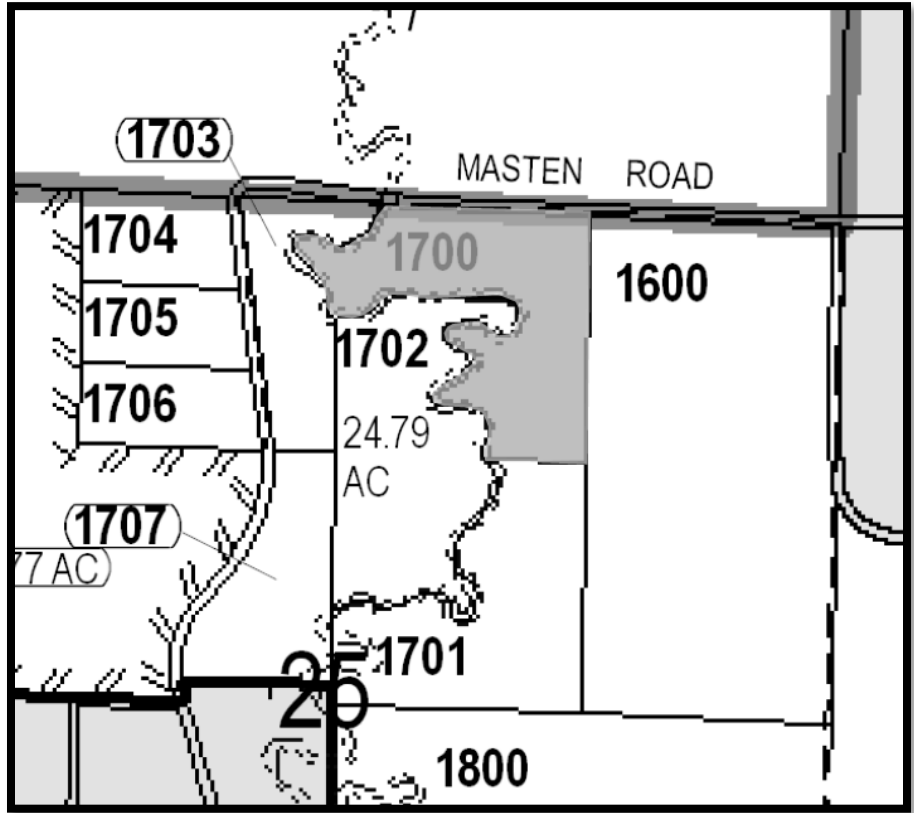
Robert Kim Reed and Karen Reed submitted a request for an Administrative Determination and Site Plan review for a replacement dwelling. The 25.44-acre subject property is located at 50745 Masten Road, which is adjacent to the Little Deschutes River and southwest of La Pine city limits by approximately 4.5 miles. The subject property is shown below in Figure 1.

The request includes replacing the existing single-family dwelling that was established in 19491. The existing development on the property is located in the northern region of the property adjacent to Masten Road. The proposed replacement dwelling will be located in an upland area among a cluster of trees that is southeast of the existing dwelling by approximately 700 feet and adjacent to the eastern property boundary. The proposed dwelling location will also be adjacent to a 30-foot vehicular access easement, which runs parallel to the eastern property boundary. This access easement is primarily used by the neighboring property to the south (50645 Masten Road, Tax Lot 1701 shown below in Figure 1), which is owned by Ronald and Rachel Thompson, the appellants in this case.

1 The dwelling was lawfully established in 1949 and then a structural addition was constructed in the 1970s.



Figure 1 - Vicinity Map



**II. HEARINGS OFFICER DECISION**

There were two matters before the Hearings Officer:

1. An appeal of an administrative decision approving the establishment of a replacement dwelling in the Exclusive Farm Use (EFU), and Wildlife Area Combining (WA) Zone (File 247-21-000263-A and 247-21-000070-AD); and
2. The applicant’s request for approval of a Visible Landscape Management Review in the Landscape Management Combining (LM) Zone (File 247-21-000340-LM)

On June 10, 2021, the Hearings Officer issued a decision affirming staff’s approval of the replacement dwelling in the EFU Zone as part of File 247-21-000070-AD, and approved the site plan review in File 247-21-000340-LM Zone. The Hearings Officer’s decision included several conditions of approval typical of this type of land use application.

**III. RONALD AND RACHEL THOMPSON APPEAL**

The appellants, Ronald and Rachel Thompson, appeal the Hearings Officer decision, and indicate various assignments of error in their notice of appeal. The following summarizes their concerns:

- Hearings Officer missed or ignored main points of appeal
- Hearings Officer made false statements
- Hearings Officer made improper findings regarding the access easement
- The hearing process and initial staff decision contained procedural irregularities

The appellants have not stated whether they would like the hearing before the Board be heard de novo, limited de novo, or on the record.

**IV. BOARD OPTIONS**

There are two versions of Order No. 2021-035 attached to this memo; one to hear the appeal and one to decline to hear the appeal. In determining whether to hear an appeal, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notice of appeal; and
3. Recommendation of staff<sup>2</sup>

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

Reasons to hear:

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

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

Reasons not to hear:

- The Hearings Officer’s decision is reasoned, well written, and could be supported, as the record exists today on appeal to LUBA.
- The applicant agrees with the Hearings Officer’s decision and thus requests that the Board not hear the appeal.

If the Board decides that the Hearings Officer’s decision shall be the final decision of the county, then the Board shall not hear the appeal and the party appealing may continue the appeal as

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<sup>2</sup> Deschutes County Code (DCC) 22.32.035(B) and (D)

provided by law. The decision on the land use applications becomes final upon the mailing of the Board’s decision to decline review.

**V. STAFF RECOMMENDATION**

Staff recommends the Board not hear this appeal because staff believes that the appellants were able to present all relevant evidence at the hearing before the Hearings Officer. Staff agrees with the Hearings Officer’s analysis and decision. In addition, staff does not believe the Hearings Officer decision presents a policy issue.

**VI. 150-DAY LAND USE CLOCK**

The two land use permits, 247-21-00070-AD and 247-21-000340-LM, were submitted and considered complete at different times. However, during the public hearing before the Hearings Officer, the applicant agreed to extend the review clock for File 247-21-000070-AD for 48 days in order to match the review clock of File 247-21-000340-LM. The 150<sup>th</sup> day on which the County must take final action on these applications is September 10, 2021.

**VII. RECORD**

The record for appeal File 247-21-000628-A (247-21-000263-A, 247-21-000340-LM, and 247-21-000070-AD) is as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-21-000263-247-21-000340-lm-and-247-21-000070-ad-replacement-dwelling-exclusive-farm-use>

Attachments:

<b>Document</b>	<b>Item No.</b>
2021-07-26 DRAFT Board Order 2021-035 Accept to Hear	1
2021-07-26 DRAFT Board Order 2021-035 Decline to Hear	2

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings \*  
Officer’s Decision in File Nos. 247-21- \* ORDER NO. 2021-035  
000263-A, 247-21-000340-LM, and 247-21-  
000070-AD.

WHEREAS, on June 10, 2021, the Hearings Officer approved Application Nos. 247-21-000263-A, 247-21-000340-LM, and 247-21-000070-AD; and

WHEREAS, on June 23, 2021, Ronald and Rachel Thompson, the Appellants, appealed (File No. 247-21-000628-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-21-000263-A, 247-21-000340-LM, and 247-21-000070-AD; and

WHEREAS, Section 22.32.035 of the Deschutes County Code allows the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

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

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

Section 1. That it will hear on appeal application 247-21-000628-A pursuant to Title 22 of the Deschutes County Code and other applicable provisions of the County land use ordinances.

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

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

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

Section 5. The record for file nos. 247-21-000263-A, 247-21-000340-LM, and 000070-AD (appeal file no. 247-21-000628-A) is as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-000263-247-21-000340-lm-and-247-21-000070-ad-replacement-dwelling-exclusive-farm-use>

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, Chair

ATTEST:

\_\_\_\_\_  
PHIL CHANG, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings \*  
Officer’s Decision in File Nos. 247-21- \* ORDER NO. 2021-035  
000263-A, 247-21-000340-LM, and 247-21-  
000070-AD.

WHEREAS, on June 10, 2021, the Hearings Officer approved Application Nos. 247-21-000263-A, 247-21-000340-LM, and 247-21-000070-AD; and

WHEREAS, on June 23, 2021, Ronald and Rachel Thompson, the Appellants, appealed (File No. 247-21-000628-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-21-000263-A, 247-21-000340-LM, and 247-21-000070-AD; and

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

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

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

Section 1. That it will not hear on appeal application 247-21-000628-A pursuant to Title 22 of the Deschutes County Code and other applicable provisions of the County land use ordinances.

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

Section 5. The record for file nos. 247-21-000263-A, 247-21-000340-LM, and 247-21-000070-AD (appeal file no. 247-21-000628-A) is as presented at the following website:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, Chair

ATTEST:

\_\_\_\_\_  
PHIL CHANG, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner



**Agreement Number 170124**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

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

**Deschutes County  
2577 NE Courtney Drive  
Bend, OR 97701-7368  
Attn: George Conway  
Phone: (541) 322-7502 or (541) 322-7400  
Email: [George.Conway@deschutes.org](mailto:George.Conway@deschutes.org)**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to OHA’s

**Public Health Division  
800 NE Oregon Street, Suite 930  
Portland, OR 97232  
Agreement Administrator: Carole Yann or delegate  
Telephone: 971-212-1363  
E-mail address: [carole.l.yann@dhsaha.state.or.us](mailto:carole.l.yann@dhsaha.state.or.us)**

**RECITAL**

OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.



**1. Effective Date and Duration.**

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- Attachment 1: Invoice Form
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: FEMA-OHA/State Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

**b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits E, D, B, A, and C.

**c.** For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

**a.** The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$2,400,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

**b.** OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Contractor or Subrecipient Determination.**

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

County is a subrecipient     County is a contractor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 97.036

**5. County Data and Certification.**

**a. County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):**

\_\_\_\_\_

Street address:

\_\_\_\_\_

City, state, zip code:

\_\_\_\_\_

Email address:

\_\_\_\_\_

Telephone:

\_\_\_\_\_ Facsimile: \_\_\_\_\_

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers’ Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
- (3) The information shown in this Section 5a. “County Information”, is County’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and

- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

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

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.**

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

**Deschutes County**  
**By:**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190**  
**By:**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**Approved for Legal Sufficiency:**

*Jeff Wahl, AAG via email*  
Department of Justice

*May 14, 2021* \_\_\_\_\_ *l*  
Date

**OHA Program Review:**

*Via email by:*  
*Carole Yann, Fiscal & Business Operations Director*  
*Derrick Clark, Operations & Policy Analyst*  
*Cara Biddlecom, Deputy Public Health & Policy*  
*& Partnerships Director*

*May 14, 2021*  
*May 13, 2021*  
*June 23 2021*  
\_\_\_\_\_

Authorized Signature

Date

**EXHIBIT A  
Part 1  
Statement of Work**

**1. Background and Purpose**

Oregon’s local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown’s COVID-19 vaccination plan. The funds provided under this Agreement will support the establishment and maintenance of vaccination implementation activities.

As used in this Agreement, the phrase “vaccination sites” includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

The purposes of this Agreement are to:

- obtain County’s services described in Section 2. below to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and
- help Governor Brown and the Oregon Health Authority achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon’s vaccination plan relies on a regional framework to meet each region’s unique vaccination needs and population. See <https://covidvaccine.oregon.gov/> and <https://www.oregon.gov/oha/covid19/Documents/COVID-19-Vaccination-Plan-Oregon.pdf>

The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the Program activities described below will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon’s vaccination population phases.

**2. Required County Services**

County shall perform the following services on an ongoing basis throughout the term of this Agreement:

- 2.1** Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown’s vaccination plan, including priority groups and timelines.
- 2.2** Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.

- 2.3 Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- 2.4 Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- 2.5 Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.
- 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 3. Reporting Requirements.*)
- 2.7 Participate with OHA and members of the Governor’s office in a post-event evaluation to highlight learnings for future events.

**3. Compliance with FEMA-OHA/State Agreement (Exhibit E)**

The terms of the FEMA-OHA/State Agreement that provides federal FEMA Public Assistance award funds for this Agreement are incorporated herein by reference into this project Agreement (and attached hereto as Exhibit E). County must comply with all applicable laws, regulations, policy and guidance, including but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the CFR, FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide, and other applicable FEMA policy and guidance.

### 3. Reporting Requirements

To support County's invoices County shall collect the following reports and submit them to [ohacovid.fema@dhsosha.state.or.us](mailto:ohacovid.fema@dhsosha.state.or.us) as follows:

Report type	Reporting requirement	Report Periods	Report Due Dates
<b>Project outcome reports</b>	County's summary of outcomes for the report period: site locations, stakeholders participating, vaccination throughput rate, and populations served (including race / ethnicity and age).	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through December 31, 2021	The 15 <sup>th</sup> day of the month following the Report Period
<b>Cost - expenditure reports</b>	County's cost - expenditure reports shall include a summary of expenditures for the report period, including: a completed <i>Vaccination Service Expense Report</i> (see report form below*), and supporting documentation for expenses as requested by OHA, which Contractor shall maintain in accordance with Exhibit B, Section 15. Records Maintenance; Access.  In addition, County shall complete and submit any required FEMA cost – expenditure reports that OHA provides County for completion.	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through December 31, 2021	The 15 <sup>th</sup> day of the month following the Report Period

<b>*Vaccination Service Expense Report</b>		
<b>LPHA Name:</b>		
<b>Report Period:</b>		
<b>Vaccination Service Expense Type</b>	<b>Reimbursement Request</b>	
<input type="checkbox"/> Staff time for management, coordination, planning	\$	
<input type="checkbox"/> Staff time for volunteer recruitment, management	\$	
<input type="checkbox"/> Staff time for outreach and/or communications	\$	
<input type="checkbox"/> Staff time for quality assurance and improvement	\$	

<b>*Vaccination Service Expense Report</b>		
<b>LPHA Name:</b>		
<b>Report Period:</b>		
<b>Vaccination Service Expense Type</b>	<b>Reimbursement Request</b>	
<input type="checkbox"/> Staff time for greeters, registration, patient flow	\$	
<input type="checkbox"/> Staff time for public health reporting, data entry	\$	
<input type="checkbox"/> Workforce recruitment and training	\$	
<input type="checkbox"/> Volunteer mileage, parking, per diem	\$	
<input type="checkbox"/> Public education campaigns	\$	
<input type="checkbox"/> Translation services and/or capabilities	\$	
<input type="checkbox"/> Vaccine site space rental	\$	
<input type="checkbox"/> Scheduling planning and technology solutions	\$	
<input type="checkbox"/> Supplies and equipment not supplied by federal government: personal protective equipment, storage, patient/traffic flow, signage	\$	
<input type="checkbox"/> Security services	\$	
<input type="checkbox"/> Transportation for patients and/or workforce	\$	
<input type="checkbox"/> Transport of vaccine and/or supplies	\$	
<input type="checkbox"/> Legal and compliance services	\$	
<input type="checkbox"/> EMS on-site (note – cannot include cost of treatment)	\$	
<input type="checkbox"/> Additional expenses approved by OHA in writing (list additional expense types).	\$	
<b>TOTAL REQUEST</b>		<b>\$</b>

**Note:** OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by third party insurance.



**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**

**1. Payment Provisions.**

- a. All payments under this Agreement will be made on a cost reimbursement basis.
- b, County shall send all invoices to [ohacovid.fema@dhsoha.state.or.us](mailto:ohacovid.fema@dhsoha.state.or.us) or to any other address as OHA may indicate in writing to County. *See Attachment 1: Invoice Form.* County’s claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. OHA will review the reports required by Section 3. of Exhibit A, Part 1 (Project outcome reports and Cost expenditure reports, and supporting documentation for expenses as requested by OHA).

OHA approval of those reports is required prior to payment of County’s invoices and will be the method for verifying payments and proper expenditures under this Agreement.

**2. Travel and Other Expenses.** OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section 3. Reporting Requirements or approved in writing by OHA.

**Note:** OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by 3<sup>rd</sup> party insurance.

**Attachment 1:  
INVOICE FORM:**

**Invoice #:** \_\_\_\_\_

**OHA Agreement #170124**

**Date:** \_\_\_\_\_

**From:** Deschutes County  
2577 NE Courtney Drive  
Bend, OR 97701-7368  
Attn: George Conway  
Phone: (541) 322-7502  
Email: [George.Conway@deschutes.org](mailto:George.Conway@deschutes.org)

**Tax ID/EIN #** \_\_\_\_\_

**To:** Oregon Health Authority  
Public Health Division  
800 NE Oregon Street, Suite 930  
Portland, OR 97232  
Attention: Carole Yann  
Telephone: 971-212-1363  
Email: [ohacovid.fema@dhsaha.state.or.us](mailto:ohacovid.fema@dhsaha.state.or.us)

**Submit invoice only via email to: [ohacovid.fema@dhsaha.state.or.us](mailto:ohacovid.fema@dhsaha.state.or.us).**

DESCRIPTION	TOTAL
<b>Total Due</b>	<b>\$</b>

**EXHIBIT A**

**Part 3  
Special Terms and Conditions**

**1. Confidentiality of Client Information.**

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

**2. Amendments.**

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA’s satisfaction with performance of the work or services provided by the County under this Agreement.
  - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional

provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

- 4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
- 5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
- 6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

**EXHIBIT B**

**Standard Terms and Conditions**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
  
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
  
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other

administrative agency or any provision of County’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County’s industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b. OHA represents and warrants as follows:**

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

**c. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Funds Available and Authorized Clause.**

- a. The State of Oregon’s payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

**6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

**7. Reserved.**

**8. Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA’s behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
  - c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
  - d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 9. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
  - c.** County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or



- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**10. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

**11. Termination.**

**a. County Termination.** County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County’s governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative

Assembly or Emergency Board reduces OHA’s legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

**c. Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**12. Effect of Termination.**

**a. Entire Agreement.**

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

**b. Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

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

- 14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- 17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 18. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including

at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

- 20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

- 26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. **Reserved.**
- 29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such

expenses, judgments, fines or settlement amounts. The County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

**30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

**EXHIBIT C**

**Subcontractor Insurance Requirements**

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**TYPES AND AMOUNTS**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

**Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

Required  Not required

**PROFESSIONAL LIABILITY:**

Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not required

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

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

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

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

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor’s completion and County’s acceptance of all Services required under this Subcontract, or, (ii) County’s or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall



list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

## EXHIBIT D

### Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County’s knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
  - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State,

local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**7. Audits.**

- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

**8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**9. Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

**10. Medicaid Services. [Reserved]**

- 11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 12. **Disclosure. [Reserved]**
- 13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
- 14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

### Exhibit E: FEMA-OHA/State Agreement

## 439679 172308 OHA Vaccine Operations OR

The purpose of this Version 0 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from January 21, 2021 through April 20, 2021.

\*\*\*\*\*VERSION 1\*\*\*\*\*

The purpose of this Version 1 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from December 1, 2020 through July 31, 2021.

\*\*\*\*\*

The project cost estimate is prepared based on Applicant-provided costs in response to FEMA 4499DR-OR (a COVID-19 declared event).

#### Work to be Completed

The Oregon Health Authority (OHA) is applying for funding on behalf of PNPs that will be administering vaccinations within the State. The applicant’s funding request to vaccinate its population within their jurisdiction is limited at 36% of the population. According to the 2019 US Census, the total population of the State was 4,217,737. The total amount of vaccines eligible to be administered is 3,036,772 eligible doses (2 doses X 36% X 4,217,737).

The Applicant plans to distribute 75% of the eligible doses, 2,176,626 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 75%) throughout the state in this operational period by utilizing up to 71 potential vaccination sites of various sizes. These potential sites include 3 Mega Sites, 10 Large Sites, 23 Medium Sites, and 35 Small Sites. Local jurisdictions may request for the remaining 25% of the eligible doses, 725,542 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 25%).

The average unit cost based on Applicant provided information is \$101.15/dose, which is within the allowable range identified in 'Vaccine Administration Unit Costs.xlsx'.

Total project cost = unit cost per dose X eligible doses = \$101.15 X 2,176,626 = \$220,165,720

#### Approximate Vaccine Unit Cost per Site Type: (rounded to the nearest cent)

- 3 Mega Sites: \$28,911,592.60
  - \$58.85/vaccine x 491,276 vaccines
- 10 Large: \$68,270,960.34
  - \$83.38/vaccine x 818,793 vaccines
- 23 Medium: \$79,767,175.94
  - \$127.07/vaccine x 627,742 vaccines

- 35 Small: \$43,215,991.02
  - \$180.96/vaccine x 238,815 vaccines

Oregon Health Authority

A. Labor: \$200,990,107.75

- For Emergency Work, only overtime labor is eligible for budgeted employees. For unbudgeted employees performing Emergency Work, both straight-time and overtime labor are eligible. Chapter 2:V.A. Applicant (Force Account) Labor of the PAPPG (V3.1)
- 2 Team Lead
- 2 Deputy Team Lead
- 22 Security Personnel
- 10 Traffic Control
- 52 Vaccinators
- 7 Pharmacists
- 25 Nurse's Aides
- 25 Medical Screeners
- 2 Supply Managers
- 5 IT Support
- 5 On Call EMT
- 32 General Staff
- 4 Logistics Specialists
- 2 Forms Distribution Staff
- 2 Orientation Personnel
- 4 Clinic Flow; Reviewers/Billing
- 1 Clinic Manager
- 3 Translators
- 10 Float Staff
- 3 Legal Affairs Officers

B. Facility Leases Costs: \$2,902,174.68

- Facility Lease
- Additional Parking

C. Facility Equipment/Service Costs: \$6,227,059.17

- Disinfection of Interior Facility will have no grey water runoff.
- One time 'Start-Up' Cost:
  - 4 Internet Access Hot Spot Device (one time cost)
  - 38 Interior Signage (one time cost)
  - 228 Chairs / Tables (per staff basis)
  - 300 Medical Waste Disposal (one time cost)
  - 10 Hand Carts (one time cost)
  - 15 Storage Equip (one time cost)
  - 1 Janitorial (one time material cost)

- o 51 Tablets (one time cost)
- o 84 Specialty Freezers (one time cost)
- o 2 Outside banner
- o 6 Message Boards in parking lot
- o 600 Traffic cones in parking lot
- o 52 Interior Privacy Partitions
- o 1 Initial Buildout of Facility
- o 1 Restoration back to pre-disaster

D. Medical Materials Costs: \$10,046,378.29

- 3,000 Needles
- 3,000 Syringes
- 3,000 Alcohol Prep Pads
- 1,500 Surgical Masks
- 1,500 Face Shields
- 3,000 Band-aids
- 1,500 Gloves
- 18 Sharp Containers
- 150 Antihistamines
- 5 Epi-Pens
- 25 First aid kit
- 18 Blood pressure measuring device
- 18 Light source to examine mouth and throat
- 3,000 Oxygen
- 18 Stethoscope
- 18 Timing device for measuring pulse
- 3,000 Tongue depressors
- 3,000 Tourniquet

**Work to be Completed Total: \$220,165,719.90**

Expedited project will be funded at 50% of the project cost.

**Version 0 Expedited Project Cost x 50%Reduction: \$110,082,859.95**

The Federal Cost Share for this Project is 100%.

**Project Notes:**

1. Scope and cost were developed based on 'Vaccine Administration Unit Costs.xlsx' See attachment: 'ST 172308 cost estimate.xlsx'.
2. This is an Expedited Project and will be reconciled for actual costs with all documentation required prior to any future version of this project.



- 3. Oregon projects with doses previously obligated are: 170298 (2,380); 169848 (5,344); 169861 (5,710); 169867 (61,616); 170071 (59,554). Total doses previously obligated = 134,604.
- 4. 'VERSION 1' only modifies project start and end dates. See document 'DR 4499 OR - Oregon Health Authority - Request to Modify our FEMA Agreement - Project 172308.pdf'.

**Grant Conditions**

**COVID-19 Expedited Application Disclosures:**

- 1. Contracts must include a Termination for Convenience clause.
- 2. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.
- 3. FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.
- 4. Under the COVID-19 Declarations, eligible emergency medical care costs are eligible for the duration of the Public Health Emergency, as determined by HHS.
- 5. Medical Waste will be disposed of in accordance with state-approved protocol.
- 6. Pursuant to Section 312 of the Stafford Act, FEMA is prohibited from providing financial assistance where such assistance would duplicate funding available from another program, insurance, or any other source for the same purpose.
- 7. The level of disinfection work proposed for Healthcare and other public facilities needs to comply with the Centers for Disease Control and Prevention (CDC) recommendations for Healthcare or Community Facilities that have been occupied or visited by those Suspected or Confirmed of having Coronavirus Disease 2019. For any additional, non-routine disinfection work undertaken by the Applicant, the Applicant must demonstrate that the work was taken at the direction or guidance of a Public Health Official and that it complies with CDC recommendations for disinfection of subject Facilities.

# DOCUMENT RETURN STATEMENT

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

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

**Document number:** 170124-0 , hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

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

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_ ,  
Date

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

\_\_\_\_\_  
Authorizing signature Date

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 4, 2021

SUBJECT: Consideration of Chair Signature of Document No. 2021-640; Intergovernmental Agreement with Oregon Health Authority

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority (OHA) is providing Federal Emergency Management Agency (FEMA) Public Assistance award funds to the County under this FEMA-OHA/State agreement for the purpose of responding to the state of emergency declared by Governor’s Executive Order 20-03 due to Coronavirus (COVID-19) outbreak in Oregon.

Oregon’s local public health agencies are establishing vaccination sites and vaccine administration around the state. The funds provided under this grant agreement support the establishment and maintenance of vaccination implementation activities, including expenses incurred to operate the Mass Vaccination Clinic (MVC) at the Deschutes County Fair and Expo Center, additional potential vaccine distribution events (e.g., Deschutes County Fair, Redmond Airport, among others), and ongoing expenses for vaccine distribution in excess of current funding sources through December 31, 2021.

BUDGET IMPACTS:

Not to exceed \$2,400,000 from December 1, 2020 to December 31, 2021. Of the funds, approximately \$2 million has been expended in Fiscal Year 2021, and \$400,000 is available for Fiscal Year 2022. Additional appropriation may be required should funds be fully expended, and it is requested to return to the Board in December with a budget adjustment at that time should projected requirements deem it necessary.

ATTENDANCE:

Cheryl Smallman, Health Services Business Officer, Greg Munn, Chief Financial Officer, and Nahad Sadr-Azodi, Public Health Director



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 4, 2021

SUBJECT: American Rescue Plan Funding Update

RECOMMENDED MOTION:

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

BACKGROUND AND POLICY IMPLICATIONS:

On July 14, 2021 staff reviewed the list of ARPA funding requests with the Board of County Commissioners. The Board approved \$2.85 million in projects associated with the pandemic. Additionally, the Board provided staff with additional questions for follow up at the next review meeting including the items listed below.

Discussion items for today's update:

- 1. Follow up items from 07.14.21 discussion:
a. Business assistance for membership-based businesses.
b. Comprehensive approach to finding a childcare solution.
c. Irrigation project overview and funding eligibility - guest presentation.
2. Response to public notification of ARPA funding availability.
3. Review ARPA funding requests.

BUDGET IMPACTS:

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

ATTENDANCE:

Greg Munn, County Treasurer and Chief Financial Officer
Dan Emerson, Budget Manager.

# Deschutes County American Recovery Plan Act

## Project Planning List - revised 07.28.21

Eligible Requests

Project/Funding Request	Est. Cost	BOCC Approved
<b>Public Health</b>	<b>11,058,600</b>	<b>3,063,184</b>
<b>Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency</b>		
Higher rated HVAC filters for County facilities		
Annual		
North county health facility		
Expansion of health services in north county.	8,300,000	
<b>COVID-19 Contact Tracing</b>		
Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff)		
Outbreak Investigation, containment, and future pediatric needs. Temporary staffing will be used to support activities, such as staffing the call center, conducting investigations, outreaching and engaging with the community, and various other activities that support the ongoing COVID-19 response and recovery efforts. 23 CI/CT staff as of July 2021; 16 Call Center staff.	2,000,000	
Estimate is \$30K from 7.1.21 - 6.30.23. Represents phased-down approach at:		
* 100% July 1 - Sept 2021		
* 75% October 1 - December 2021		
* 50% January - June 2022		
* 25% July 2022 - June 2023		
<b>Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)</b>		
Isolation motel liability insurance		
Paid approx 05.13.21 to extend to 07.01.22 out of ARPA funds ahead of BOCC approval. Move to CW if not approved. BOCC approved 07.14.21.		8,184
Outreach Van		
Outreach and support for preventive and clinical services, meeting community where they are at.. One-time capital investment (multi-program van).	85,000	
<b>Personal Protective Equipment</b>		
UV sanitizer for jail		
BOCC approved 07.14.21.		40,000
<b>(blank)</b>		
Health Unintended Consequences		
Funding placeholder		1,500,000
Public Health Response Contingency		
Funding placeholder		1,500,000
<b>Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)</b>		
Additional County cleaning supplies and labor (annual)		
	168,000	
Additional County cleaning supplies and labor FY21		

# Deschutes County American Recovery Plan Act

## Project Planning List - revised 07.28.21

Eligible Requests

Project/Funding Request	Est. Cost	BOCC Approved
March 11-June 30, 2021	49,000	
Mobile technology upgrade for the Clerk		
A mobile training cart would allow training of new and existing employees while accommodating social distancing. It will also be used for virtual appellant sessions for Board of Property Tax Appeals instead of meeting in person. The entire setup will include a cart, TV, camera, microphone, wireless keyboard and mouse. Virtual meeting rooms such as Zoom, Webex or MS Teams will be utilized and accessed through a laptop the office already owns. The flexibility of having the setup on a cart allows for multiple training configurations within the Clerk's office.	6,600	
Clear Access, and its related peripherals, is a portable accessible ballot marking device that allows voters with disabilities to mark their ballot independently. Using this device on their own limits the close proximity voters would otherwise need to have with staff if the technology was not available. It could be used in the office or in the field.		
<b>Mental Health Services</b>		
Technology enhancements for telemedicine and collaboration		
Cameras, microphones, and additional technology in large conference rooms to facilitate telemedicine and group work.	200,000	
<b>COVID-19 Testing</b>		
Covid Testing		
Increase access to reliable and rapid covid tests. Estimate through FY23.	250,000	
COVID testing - Dr. Young		
Amount to fully fund contract that isn't covered by CARES. BOCC approved 07.14.21.		15,000
<b>Negative Economic Impacts</b>	<b>8,533,249</b>	<b>1,600,000</b>
<b>Household Assistance: Food Programs</b>		
Food Insecurity for Older Adults -- Partnership with Council on Aging & Redmond Senior Center		
COHC recommended project. Includes Council on Aging -- \$500K (Include an ask to share with LaPine/Sisters); Redmond Senior Center -- \$300K	800,000	
NeighborImpact warehouse expansion		
We increased our numbers served during the pandemic by 54%. The volume of food being distributed does not appear to be receding because we had inadequate food pre-pandemic and people are continuing to utilize our system. The food warehouse is also part of the disaster recovery plan for Deschutes County. We currently have the smallest warehouse in the state (among the 21 food pantries) based on volume of food moved per square foot. The warehouse was last upgraded in 1992. Since then, Deschutes County has grown 239%. The warehouse is the same size. Funds would be used to extend the warehouse and to make improvements to HVAC, unloading area (including installation of a much-dreamed of unloading docks, plumbing and electrical systems, security and other construction needed to improve the facility. The \$5 million is probably high. Engineering is underway. Full cost but looking for partners.	5,000,000	
Nutritional assistance		
Nutritional assistance to local families who are financially struggling through purchase of fresh produce from Deschutes County farmers (coordinate through a food bank of the Veggie Rx program)		

# Deschutes County American Recovery Plan Act

## Project Planning List - revised 07.28.21

Eligible Requests

Project/Funding Request	Est. Cost	BOCC Approved
<b>Aid to Nonprofit Organizations</b>		
La Pine Chamber of Commerce		
Help community recover from loss of events revenue.	250,000	
NeighborImpact rental assistance float loan		
\$1.5 million 1% interest cash flow line of credit or deposit. We will need this for the duration of distribution of pandemic-related relief. (American Rescue and Recovery Plan has some programs that go through 2027.) We will use the funds to manage cash flow needs while we wait for reimbursement to avoid turning off and turning back on rental assistance and to avoid delaying childcare center support payments. We can return the full \$1.5 to the county as soon as the volumes subside.	1,500,000	
Redmond Chamber - lost revenue		
The Redmond Chamber of Commerce & CVB remained active, helping all businesses in Redmond and surrounding area during the COVID year of 2020. The Redmond Chamber assisted all business, not just our 820+ members navigate the challenges of COVID. Many of our members struggled and some were closed under Executive Orders. These members lost the ability to pay their membership. As a Chamber, we made the decision to not drop any member for the inability to pay. This was when our members needed us the most. The Redmond Chamber of Commerce became a lifeline for information, PPP, PPE and other valuable information and grant programs as they became available. We would like to ask for funds to bring the outstanding 2020 membership current and the uncollected outstanding ad sales from the 2020-2021 Visitor Guide.	53,249	
Redmond Rotary		
Fundraiser cancellations	90,000	
Ronald McDonald House Charities		
Capital Campaign Project, local family foundation \$100K match. These past 13 months have been devastating for many individuals, businesses and non-profits in our community. With the cancellation of events due to a worldwide pandemic, it has greatly impacted the ability for us to fundraise to support our mission and the work that we do for families in need. BOCC approved 07.14.21.		100,000
Sisters Rodeo Association		
The Sisters Rodeo Association has suffered significant economic losses as a result of the COVID-19 pandemic. This last year, with no Rodeo event revenue, we have tapped into our reserves to maintain our facilities and meet our monthly expenses. Fortunately for an all-volunteer Association, no one was laid off or furloughed. Sisters Rodeo respectfully requests ARPA grant funds of \$100,000. Our intended use of the grant funds would include: student college scholarships; community and student club/organization grants; capital improvements for arena lighting and completion of previously commenced renovations of our storage facilities and other necessary repairs. Except for our pre-committed scholarships, we have been unable to meet these Association and community needs the last two years.	100,000	
Small business grants - Sisters COC		
These funds would be used for grants to businesses with the largest negative impacts due to COVID-19 and administrative and operational costs directly to the Sisters Area Chamber of Commerce. It is my request that you also consider supporting the other Chambers in Deschutes County with a portion of the Rescue funds.	350,000	
Sunriver Area Small Business Assistance Grant Program and Hiring Campaign		

## Deschutes County American Recovery Plan Act

### Project Planning List - revised 07.28.21

Eligible Requests

Project/Funding Request	Est. Cost	BOCC Approved
With these critical funds, the Chamber would provide direct financial relief to those small businesses that have suffered from significant economic hardship from the COVID pandemic. The Chamber would also launch a new campaign to attract much needed employees for our local businesses.	350,000	
<b>Small Business Economic Assistance (General)</b>		
Business Assistance Placeholder		1,500,000
Redmond Chamber - Redmond Parklet		
The City has a permit process for Redmond area businesses to apply for a temporary Parklet in the street in front of their business. The cost of permits, materials and construction make Parklets almost cost prohibitive - estimated at around \$10,000. The Redmond Chamber would like to offer four grants to cover costs to the first 4 businesses who request assistance with a Parklet.	40,000	
<b>Services to Disproportionately Impacted Communities</b>	<b>17,816,116</b>	<b>4,300,000</b>
<b>Healthy Childhood Environments: Child Care</b>		
Childcare Facility and/or start up costs		
*County builds		
Funding Placeholder		2,000,000
Little Kits Early Learning & Child Care Center - Phase 1 Bend		
\$1M Deschutes County investment + \$1M Match Senator Knopp + \$300K City of Bend. Build modular center, Little Kits to operate center, Launch incremental workforce development programming on site. BOCC approved 07.14.21.		1,000,000
Little Kits Early Learning & Child Care Center - Phase 2 La Pine		
\$500K Deschutes County investment. Select home based providers or find location for center, Construction or building improvements as necessary, Build operational capacity.	500,000	
Little Kits Early Learning & Child Care Center - Phase 2 Redmond		
\$1.3M Deschutes County investment + \$200K Match Representative Zika. Develop partnership between REACH + Early Learning Center, Complete tenant improvements for childcare in existing physical centers, Local provider to operate center, Expand Little Kits workforce development programming at center.	1,300,000	
Little Kits Early Learning & Child Care Center - Phase 2 Sisters		
\$500K Deschutes County investment, Select home based providers or regional Early Childhood Center as operator(s), Construction or building improvements as necessary, Build operational capacity.	500,000	
<b>Housing Support: Affordable Housing</b>		
Affordable housing project		
Habitat for Humanity-Bend 12 Townhomes		
This is to complete the land development and construction of 12 townhomes on SE 27th Ave in Bend (total cost is \$3.5 million).	2,000,000	
Habitat for Humanity-Bend 8 Townhomes		



# Deschutes County American Recovery Plan Act

## Project Planning List - revised 07.28.21

Eligible Requests

Project/Funding Request	Est. Cost	BOCC Approved
This is to complete the land development and construction of 8 townhomes on Watercress Way in Bend (total cost is \$2.5 million). Habitat for Humanity-Sisters Woodland Project	1,500,000	
Sisters Habitat for Humanity has successfully negotiated with the developers of Sisters Woodlands to purchase 10 to 15 residential lots at a price significantly below market value. Permanent Supportive Housing	1,500,000	
HOUSING PRIORITY #1. Staffing for DCHS to support efforts working with FUSE as well as other projects that are forthcoming. Of the DCHS projects proposed related to housing, this is most important as it will have the biggest impact.	2,099,777	
<b>Housing Support: Services for Unhoused Persons</b>		
Bend Heroes Vets Village construction support On 5/18/21 the County contributed an additional \$100K (for a total of \$250K) for the development of the Veterans Village project. This amount was funded out of the General Fund until a decision was made to use ARPA dollars. BOCC approved 07.14.21.		100,000
Bethlehem Inn Redmond Request \$450K of \$1.2M to complete conversion of 1960s motel into a year-round shelter with the capacity of up to 88 individuals per night. BOCC approved 07.14.21.		450,000
Construction of Cleveland Avenue Project Housing Impact LLP, a partnership between Housing Works, the regional housing authority, and Neighbor Impact, the regional Community Action Agency, is requesting approximately \$4.2 million in ARPA funds to support the construction of a 36 unit Permanent Supportive Housing apartment complex in the City of Bend to house the chronically homeless population which has grown considerably during the COVID-19 pandemic. The \$4.2 million dollar request reflects the amount of capital need to gap the total cost of the facility (\$8.5 million) and the funds that the partnership can deliver to the project through other non-competitive funding sources. A commitment of these funds would permit the partnership to begin construction of the project at the beginning of 2022. I have attached a number of documents which detail the request and the project.	4,200,000	
Managed Camp - City of Bend \$1.5M match to City funds. The initial estimates indicate that this level of funding would allow us to create safe camping spaces for approximately 60 households for a year. BOCC approved \$750K on 07.14.21.	750,000	750,000
Navigation Center HOUSING PRIORITY #2 (time sensitive). City of Bend has \$2.5 million for the building/acquisition of a site. Question remains on who and how this will be run. City of Bend just closed RFQ for entities able to provide services. Per Molly, not many options. DCHS requested to be considered. Would not have the bandwidth to support this with current staff. Request is to increase Colleen's team in order to coordinate projects, which will inevitably be coming to DCHS anyways. Included truck and M&S for supplies in this request, and is part of minimum ask.	774,117	
New facility in Redmond (blank)		
Redmond Oasis Village Project		

## Deschutes County American Recovery Plan Act

### Project Planning List - revised 07.28.21

Eligible Requests

Project/Funding Request	Est. Cost	BOCC Approved
<p>Jericho Road is presenting this request for American Rescue Fund support in the amount of \$367,500. The funds will be used to secure and prepare the living facilities and support units necessary for ten initial units with a goal of increasing the capacity to 40 units over a period of three years. Attached to this application is our Pro Forma Capital Budget for the Redmond Oasis Village Project.</p>	367,500	
<p><b>Sisters Cold Weather Shelter</b></p> <p>We are writing on behalf of the Sisters Cold Weather Shelter to request American Rescue Plan Act (ARPA) funding to purchase an existing building that is ready to function as a transitional and permanent shelter for at least six houseless guests and has an apartment for the full time resident staff. We are also requesting funding for start-up costs and staffing over three years.</p> <p>The facility would serve as a navigation and resource center for community members experiencing homelessness plus replace our system of host churches as our emergency warming shelter in the winter months. When you consider the opportunity, I am sure you will agree that this is a compelling all-inclusive solution. It is a perfect fit for a town the size of Sisters to begin addressing the daunting need of our community members who are currently forced to live in the national forest.</p> <p>We understand that the City of Sisters will also receive ARPA funding. We intend to work with them and other partners to help with this important project.</p>	1,000,000	
<p><b>Transitional Housing</b></p>	359,951	
<p><b>Managed Camp Support</b></p> <p>HOUSING PRIORITY #3. City of Bend putting \$1.5 million of their ARPA funds towards this project; requested Dechutes County to match. At present, BOCC awarded \$750K. City of Redmond intention to request funds to support structured camp next Wednesday (7.21.21). Staffing to support all structured camps.</p>	964,771	
<p><b>Housing Support: Other Housing Assistance</b></p> <p><b>Workforce Housing Project</b></p> <p>You can help address the workforce housing crisis by using the federal funds at your disposal to reduce the cost and delay the city and county cause in the process of constructing workforce housing. City and county planning and building permit processes adds tens of thousands of dollars to the cost of a house or apartment that someone working in Bend could afford. This increases the price of that housing for working families, and leads developers to create less workforce housing. The city and county should subsidize permitting fees and system development charges charged to workforce housing projects with the federal funds for those projects that lead to housing that working people in Bend can afford.</p>		
<p><b>Infrastructure</b></p> <p><b>Clean Water: Other Sewer Infrastructure</b></p> <p>NeighborImpact south county septic replacement program</p>	1,000,000	

## Deschutes County American Recovery Plan Act

### Project Planning List - revised 07.28.21

Eligible Requests

Project/Funding Request	Est. Cost	BOCC Approved
We currently operate a modest septic replacement program for south county, mostly in La Pine area. This was put together to respond to concerns from DEQ about potential groundwater contamination. However, we are getting 2-3 calls per week inquiring about septic replacement and funding for well replacement as water tales. These calls appear to reflect a general dropping of the water table probably related to long-term drought. We turn most of these calls away but with the funding from the county, could extend the existing program to more residents ensuring continuation of quality water supply and accelerating septic replacement. Funds would be lent on an amortizing basis and returned to the lending fund as loans are repaid. We would approach Crook and Jefferson about their interest in making smaller investments to serve residents of their two counties.	1,000,000	
Terrebonne Sewer System		
Wastewater investments in South County		
<b>Administrative</b>		<b>392,000</b>
<b>Administrative Expenses</b>		
ARPA Administration		
Provides for 1 FTE and associated costs for term of ARPA funding (12.31.24). BOCC approved 07.14.21.		392,000
<b>Grand Total</b>	<b>38,407,965</b>	<b>9,355,184</b>

# Deschutes County American Recovery Plan Act

## Project Planning List - revised 07.28.21

All Requests

Project/Funding Request	Eligibility		
	Yes	TBD	No
<b>Public Health</b>	<b>11,058,600</b>	<b>7,180,860</b>	<b>15,691</b>
<b>Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency</b>			
Higher rated HVAC filters for County facilities			
North county health facility	8,300,000		
<b>COVID-19 Contact Tracing</b>			
Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff)	2,000,000		
<b>Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)</b>			
Isolation motel liability insurance			
Outreach Van	85,000		
Regional Resilience Coordinator position		90,000	
<b>Personal Protective Equipment</b>			
UV sanitizer for jail			
<b>(blank)</b>			
Health Unintended Consequences			
Public Health Response Contingency			
<b>Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)</b>			
Additional County cleaning supplies and labor (annual)	168,000		
Additional County cleaning supplies and labor FY21	49,000		
Circuit court facility rental at F&E		60,860	
Circuit court facility set up costs		30,000	
Expansion of the Jail Booking and Visitation Areas		7,000,000	
Mobile technology upgrade for the Clerk	6,600		
<b>Mental Health Services</b>			
Technology enhancements for telemedicine and collaboration	200,000		
<b>COVID-19 Testing</b>			
Covid Testing	250,000		
COVID testing - Dr. Young			
<b>COVID-19 Vaccination</b>			
Vaccine Center rent Jan 18-20			15,691
<b>Negative Economic Impacts</b>	<b>8,533,249</b>	<b>164,000</b>	
<b>Aid to Tourism, Travel, or Hospitality</b>			
Fairgrounds capital improvements			
La Pine Frontier Days		75,000	

## Deschutes County American Recovery Plan Act

### Project Planning List - revised 07.28.21

All Requests

Project/Funding Request	Eligibility		
	Yes	TBD	No
Smith Rock parking lot			
<b>Household Assistance: Food Programs</b>			
Food Insecurity for Older Adults -- Partnership with Council on Aging & Redmond Senior Center	800,000		
NeighborImpact warehouse expansion	5,000,000		
Nutritional assistance			
<b>Aid to Nonprofit Organizations</b>			
Deschutes Cultural Coalition support		35,000	
La Pine Chamber of Commerce	250,000		
NeighborImpact rental assistance float loan	1,500,000		
Redmond Chamber - lost revenue	53,249		
Redmond Chamber - Sam Johnson Park Upgrade		54,000	
Redmond Rotary	90,000		
Ronald McDonald House Charities			
Sisters Rodeo Association	100,000		
Small business grants - Sisters COC	350,000		
Sunriver Area Small Business Assistance Grant Program and Hiring Campaign	350,000		
<b>Small Business Economic Assistance (General)</b>			
Business Assistance Placeholder			
Performing arts support			
Redmond Chamber - Redmond Parklet	40,000		
<b>Services to Disproportionately Impacted Communities</b>	<b>17,816,116</b>	<b>1,059,880</b>	<b>5,000,000</b>
<b>Education Assistance: Early Learning</b>			
School of Enrichment support		1,059,880	
<b>Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System</b>			
CASA of Central Oregon			
<b>Healthy Childhood Environments: Child Care</b>			
Childcare Facility and/or start up costs			
Funding Placeholder			
Little Kits Early Learning & Child Care Center - Phase 1 Bend			
Little Kits Early Learning & Child Care Center - Phase 2 La Pine	500,000		
Little Kits Early Learning & Child Care Center - Phase 2 Redmond	1,300,000		
Little Kits Early Learning & Child Care Center - Phase 2 Sisters	500,000		
<b>Housing Support: Affordable Housing</b>			

## Deschutes County American Recovery Plan Act

### Project Planning List - revised 07.28.21

All Requests

Project/Funding Request	Eligibility		
	Yes	TBD	No
Affordable housing project			
Habitat for Humanity-Bend 12 Townhomes	2,000,000		
Habitat for Humanity-Bend 8 Townhomes	1,500,000		
Habitat for Humanity-Land for Future Affordable Housing			5,000,000
Habitat for Humanity-Sisters Woodland Project	1,500,000		
Permanent Supportive Housing	2,099,777		
<b>Housing Support: Services for Unhoused Persons</b>			
Bend Heroes Vets Village construction support			
Bethlehem Inn Redmond			
Construction of Cleveland Avenue Project	4,200,000		
Managed Camp - City of Bend	750,000		
Navigation Center	774,117		
New facility in Redmond			
Redmond Oasis Village Project	367,500		
Sisters Cold Weather Shelter	1,000,000		
Transitional Housing	359,951		
Managed Camp Support	964,771		
<b>Housing Support: Other Housing Assistance</b>			
Workforce Housing Project			
<b>Infrastructure</b>	<b>1,000,000</b>		
<b>Broadband: Other projects</b>			
Broadband infrastructure in Sunriver area and greater Sisters area			
<b>Clean Water: Other Sewer Infrastructure</b>			
NeighborImpact south county septic replacement program	1,000,000		
Terrebonne Sewer System			
Wastewater investments in South County			
<b>Revenue Replacement</b>		<b>915,061</b>	
<b>Provision of Government Services</b>			
Clerk - Marriage licenses			
Clerk - Passport			
County Fair		150,000	
Fair and Expo		600,000	
Justice Court		165,061	

## Deschutes County American Recovery Plan Act

### Project Planning List - revised 07.28.21

All Requests

Project/Funding Request	Eligibility		
	Yes	TBD	No
Room tax last three months of FY20			
RV Park			
Video lottery			
<b>Administrative</b>			
<b>Administrative Expenses</b>			
ARPA Administration			
<b>Not Applicable</b>			<b>43,706,562</b>
<b>Not Applicable</b>			
Biomass project			1,000,000
Courthouse expansion			24,800,000
Deschutes County Wildfire Community Resilience Project			350,000
Land for Future County Services			3,500,000
Mass Vaccination Center wrap up costs-volunteer appreciation			56,562
Negus Transfer Station			14,000,000
<b>To Be Determined</b>		<b>44,206,467</b>	
<b>To Be Determined</b>			
Community Organizations Active and Disaster			
Deschutes SWCD irrigation modernization FTE		2,000,000	
Irrigation system modernization		10,000,000	
On farm water conservation within county irrigation districts			
Public Safety Campus		7,500,000	
Regional Emergency Services Training and Coordination Center		24,706,467	
Saving Grace Infrastructure			
<b>Grand Total</b>	<b>38,407,965</b>	<b>53,526,268</b>	<b>48,722,253</b>