



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JANUARY 19, 2022

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

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

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

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

CONSENT AGENDA

1. Consideration of Board Signature on letter appointing Ellen Adams Lewis for service on the Sun Mountain Ranches Special Road District Board
2. Consideration of Board Signature on letter thanking Julie Scherrer for service on the Sun Mountain Ranches Special Road District Board
3. Consideration of Board Signature of Letters of Appointment for Sarah Baron, Emily Cummins, Colleen Sinsky and Renee Wirth to the Deschutes County Public Health Advisory Board (PHAB)
4. Consideration of Board Signature of letters of thanks for Rebeckah Berry and Alison Perry for service on the Deschutes County Public Health Advisory Board (PHAB)

ACTION ITEMS

5. **9:05 am** Intent to Award 2022 Qualified Pool of Fuels Reduction Contractors
6. **9:15 am** COVID19 Update
7. **9:45 am** 2022 Legislative Session Planning
8. **10:30 am** Consideration of Document No. 2022-085, Fund Exchange Agreement with Oregon Department of Transportation for Surface Transportation Block Grant Program Funds
9. **10:45 am** Public Health Modernization Funding

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.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 19, 2022

SUBJECT: Intent to Award 2022 Qualified Pool of Fuels Reduction Contractors

RECOMMENDED MOTION:

Move approval of document 2022-045, Intent to Award the 2022 Qualified Pool of Fuel Reduction Contractors.

BACKGROUND AND POLICY IMPLICATIONS:

Each year Deschutes County issues an RFP for a pool of fuel reduction contractors. The contractor pool identifies contractors who are interested in bidding on fuel reduction projects throughout the year. Once projects are identified the contractor pool allows for quicker turnaround of bids and contract awards.

BUDGET IMPACTS:

None - the intent to award only creates the contractor pool, no contracts are awarded until such time as specific projects are identified and bid out.

ATTENDANCE:

Ed Keith, County Forester



January 19, 2022

Sent via First Class Mail

NOTICE OF INTENT TO AWARD CONTRACT

On December 27, 2021, the Deschutes County Forester considered proposals for selection of a qualified pool of providers for Fuels Treatment Services, pursuant to Deschutes County Code Chapter 2.37.130. Fuels Treatment Services consist of the following categories: 1) Chainsaw thinning, pruning and ladder fuel removal 2) Chipping, 3) Mowing, 4) Tub/horizontal grinding and 5) Fuels removal.

Attached to this Notice on Exhibit A is a summary of the proposers and the particular services that the Forester has recommended be placed in a qualified pool for selection within the 2022 calendar year to perform such services on various work sites to be identified by the Forester.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135, Oregon Administrative Rule (OAR) 137-047-0610 and Deschutes County Code 2.37.

A copy of this Notice is being provided to each firm or person that submitted a proposal for this qualified pool. Any firm or person who believes that they are adversely affected or aggrieved may submit to the Board of County Commissioners of Deschutes County, Oregon, 1300 NW Wall Street, Suite 206, Bend, Oregon 97703, a written protest within seven (7) days after the issuance of this Notice of Intent to Award. The seven (7) day protest period will expire at 5:00 PM Pacific time on January 26, 2022.

Any protest must be in writing and specify any grounds upon which the protest is based. If no protest is filed within the protest period, this Notice of Intent to Award becomes an Award of Contract without further action unless, for good cause, this Notice is rescinded by the County before the expiration of the protest period.

The selected proposers will execute a retainer agreement, provided by the County. The Forester is hereby authorized to execute such retainer agreements with the proposers (contractors) and the associated services set forth on Exhibit A. Under the terms of the retainer agreement contractors' names will be placed on a list. At such time as the Forester identifies a Work Site and the need for fuels treatment services for which a contractor has been identified, Forester will negotiate with a contractor from the list for a personal services contract. As part of the execution of such contract, the contractor will be required to provide a certificate of insurance.

If you have any questions regarding this Notice of Intent to Award Contract, the selection methodology or the procedures under which the County is proceeding, please contact Ed Keith, County Forester, 61150 SE 27th Street, Bend, Oregon 97702. Telephone (541) 322-7117.

Sincerely,

Patti Adair, Chair, Deschutes County Board of Commissioners

Exhibit A - Intent to award 2022 pool of fuel reduction contractors

Business	Representative	Street Address	City	State	Zip	1) Chainsaw thinning, pruning, ladder fuel removal	2) Chipping and removal	3) Mowing	4) Tub / Horizontal Grinding	5) Remove and haul fuels
3 Rivers Tree Service, Inc.	Reuben Womack	14830 S Century Drive	Bend	OR	97707	x	x	x		
4 Brothers Tree Service Inc	James Hatley	2443 SW Pumice Ave.	Redmond	OR	97756	x	x	x		x
Applied Forestry	Sara Cordell	3335 NE Cruise Loop	Bend	OR	97701	x	x			x
Arbor 1 Tree Service	Mike Donahue	PO Box 7126	Bend	OR	97708	x	x	x		x
FCO Inc. dba Fagen Trees and Chips	Wade Fagen	1328 NE Seward	Bend	OR	97701	x	x	x	x	x
Liberty Land Management LLC	Frank Bushman	61610 Gribbling Rd.	Bend	OR	97702	x	x	x		x
Nordstrom Vegetation LLC	Paul Nordstrom	6794 NE Juniper Ridge Rd.	Redmond	OR	97756	x		x		
PatRick Environmental Inc.	Jeremy Dice	1199 NE Hemlock Ave.	Redmond	OR	97756	x	x	x		x
Simply Arbor Tree Care	Ian Smith	110 SE Rice Way	Bend	OR	97702	x	x	x		x
Sisters Forest Products, LLC	Dave Elpi	69490 Green Ridge Loop	Sisters	OR	97759	x		x		x
Spring River Tree Service, Inc.	Brent Redenius	PO Box 1987	Sunriver	OR	97707	x	x	x		x
Summitt Forests Inc.	Scott Nelson	2305 Ashland St. Suite C PMB 432	Ashland	OR	97520	x	x	x		x
Urban Forest Tree Service, Inc.	Boe Brodhun	63120 Nels Anderson Rd.	Bend	OR	97703	x	x			x
Woodland Rehab and Restoration	Ron Paden	PO Box 821	La Pine	OR	97739			x		



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 19, 2022

SUBJECT: 2022 Legislative Session Planning

BACKGROUND AND POLICY IMPLICATIONS:

The upcoming 35-day legislative session, known as the "short session," begins on February 1. Pac/West Lobby Group will provide an overview of the upcoming session and seek Board input on potential legislative session priorities.

Staff will also seek direction from the Board on the frequency and timing of legislative check in meetings during the short session.

BUDGET IMPACTS:

None

ATTENDANCE:

Phil Scheuers, Pac/West Lobby Group
Whitney Hale, Deputy County Administrator



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 19, 2022

SUBJECT: Consideration of Document No. 2022-085, Fund Exchange Agreement with Oregon Department of Transportation for Surface Transportation Block Grant Program Funds

RECOMMENDED MOTION: Move approval of Document No. 2022-085.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Department of Transportation (ODOT) has allocated a portion of the State's federal Surface Transportation Block Grant Program (STBGP) funding to local agencies pursuant to the ODOT/ Association of Oregon Counties (AOC)/League of Oregon Cities (LOC) federal-aid project guidelines and working agreement. STBGP funds are discretionary funds for projects and programs to preserve and improve the conditions and performance of federal-aid system highways. The ODOT/AOC/LOC agreement allows local agencies to exchange these federal funds for state funds at a ratio of \$0.90 state for \$1.00 federal. This provides local agencies with full control over delivery of STBGP projects and provides time and cost savings for the projects by reducing or eliminating many of the requirements to deliver a federally-funded project through ODOT. Alternatively, local agencies can use their STBGP allocation on a federally-funded project with no exchange to state funds.

This agreement will authorize the exchange of Deschutes County's STBGP allocation for state funds for federal fiscal years (FFY) 2021 through 2024, providing the County with flexibility as to how its annual STBGP allocation is disbursed through FFY 2024. Fund exchanges and County's receipt of state funds would only occur upon subsequent request by the County to ODOT.

The County's current balance of STBGP funds is as follows:

FFY 2021:	\$ 867,128.00
FFY 2022:	\$ 786,467.00
Total Current Balance:	\$1,653,595.00

Road Department staff proposes that this current balance not be fund exchanged under this agreement but, rather, be assigned to the US 97: Terrebonne/Lower Bridge Way Improvements project as part of the County's anticipated \$10 million contribution to that project. The County's STBGP allocations for FFY 2023 and 2024 (amounts to be determined) could be fund exchanged and disbursed to the County under this agreement as determined through the annual budgeting process, or the full allocations could be assigned to a future joint ODOT/County project or projects with no fund exchange if that opportunity occurs.

BUDGET IMPACTS:

Future STBGP allocations and fund exchange will be budgeted as revenue in the Road CIP budget in corresponding years as determined through the annual budgeting process.

ATTENDANCE:

Cody Smith. County Engineer

**MASTER GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM (FEX)**

This Master Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and **Deschutes County**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall be from January 1, 2021 to September 30, 2024 (the “Term”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

- Exhibit A: **Recipient Requirements**
- Exhibit B: **Subagreement Insurance Requirements**
- Exhibit C: **Direct Deposit/ACH Credit Authorization**
- Exhibit D: **Funding Request Letter template**

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; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant funds (“STBG Funds”). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the “Grant Funds.” ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.
- 4. Exchange Rate.** During the Term, ODOT will exchange Recipient’s annual allocation of STBG Funds for Grant Funds at the following rates:
 - a.** Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
 - b.** Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

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5. Eligible Projects and Costs.

a. Use of Grant Funds. Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a “Project”). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.

b. Eligible Costs. Recipient shall use Grant Funds only for its actual costs to deliver Projects consistent with the terms of this Agreement (“Eligible Costs”).

i. Eligible Costs are actual costs of Recipient to the extent those costs are:

- A.** reasonable, necessary and directly used for a Project;
- B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of a Project; and
- C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs can include the purchase of aggregate or equipment, provided that:

- A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
- B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.

iii. Eligible Costs do NOT include:

- A.** loans or grants to be made to third parties; or
- B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

6. Grant Funds Distribution Process

a. To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a “Funding Request”). The Funding Request

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must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year’s Grant Funds amount will accumulate (“bank”) for Recipient’s future use. ODOT’s distribution of Grant Funds will be limited to Recipient’s cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
- c. ODOT’s obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient’s representations and warranties set forth in Section 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement (“Misspent Funds”) must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT’s written demand and no later than fifteen (15) days after ODOT’s written demand.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) 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 Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) 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 Recipient is a party or by which Recipient or any of its properties 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

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terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

- c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or any Project funded by this Agreement, for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or any Project funded by this Agreement for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

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- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**

Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees 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 the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s subrecipient is prohibited from defending the State, or that

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Recipient’s subrecipient is not adequately defending the State’s interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient’s subrecipient if the State of Oregon elects to assume its own defense.

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
- iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient’s public officials shall comply with Oregon’s government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

10. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT’s approval;
 - ii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written

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notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
 - v. If a Project funded under this Agreement would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **Contribution.**

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- i. 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 ODOT or Recipient with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. Notices.** 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, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. 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 ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

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- j. Insurance; Workers’ Compensation.** All employers, including Recipient, 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. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Recipient shall perform as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.

- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or 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. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

ODOT/Recipient
Agreement No. 73000-00005007

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

DESCHUTES COUNTY, by and through its
Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:
Cody Smith
61150 SE 27th Street
Bend, OR 97702
541-322-7113
Cody.Smith@deschutes.org

STATE OF OREGON, by and through its
Department of Transportation

By _____
Statewide Investment Management Section Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program & Funding Services Manager

Name _____
(printed)

Date _____

ODOT Contact:
Shelley Bokor
555 13th Street NE
Salem, OR 97301
503-986-3621
shelley.a.bokor@odot.state.or.us

EXHIBIT A
Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors’ Board.

2. Recipient shall notify ODOT’s Contact in writing when any contact information changes during the Agreement.

3. Recipient shall, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the “Project Useful Life”).

4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.

5. Americans with Disabilities Act Compliance

a. **State Highway:** For portions of a Project located on or along the State Highway System or a State-owned facility (“state highway”):

i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;

ii. Recipient shall follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

iii. At completion of a Project funded by this Agreement, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of a Project’s completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient’s use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring compliance with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect completed Projects to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions under Recipient’s maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. This includes, but is not limited to, Recipient ensuring that:

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- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If a Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

All Projects funded by this Agreement shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the program's investment meets the intent of the application and the program.

EXHIBIT B

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities 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 performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

- a. **WORKERS COMPENSATION.**
 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). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**
- b. **COMMERCIAL GENERAL LIABILITY.**
 Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

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roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

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.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the “**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**” as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the 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 the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

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f. NOTICE OF CANCELLATION OR CHANGE.

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

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.

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EXHIBIT C

DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

Type of Action: NEW ENROLLMENT CHANGE CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

Payee Information:

LEGAL NAME OF PAYEE (used for tax reporting): _____

BUSINESS NAME (DBA name if different from above): _____

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Type of Bank Account:

Checking account Savings account

Financial Institution Information (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: _____

NAME(S) ON ACCOUNT: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: _____

FINANCIAL INSTITUTION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Authorization:

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

International transaction certification – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

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AUTHORIZED NAME: _____

TITLE (if company account): _____

AUTHORIZED SIGNATURE: _____

DATE: _____ TELEPHONE NUMBER: _____

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21
TEAMS Table Maintenance
355 Capitol St NE
Salem, OR 97301-3871 or
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

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EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation
Program & Funding Services
ODOT Mill Creek Building
555 13th Street NE
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal [Surface Transportation Block Grant](#) (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 or .90 x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>
<TITLE>
<EMAIL>

Surface Transportation Block Grant (STBG) - Fund Exchange Program

County Balances as of: 1/3/2022

COUNTY	2021 Ending Balance	2022 Federal Apportionment	2022 Requested	Current Available Balance	Funds Lapsing 12/31/2022
BAKER	\$ -	\$ 264,408.00	\$ -	\$ 264,408.00	\$ -
BENTON	\$ 1,436,375.60	\$ 312,922.00	\$ -	\$ 1,749,297.60	\$ 773,415.60
CLACKAMAS	\$ (0.00)	\$ 1,066,384.00	\$ -	\$ 1,066,384.00	\$ -
CLATSOP	\$ 0.46	\$ 307,647.00	\$ -	\$ 307,647.46	\$ -
COLUMBIA	\$ 1,694,102.00	\$ 454,292.00	\$ -	\$ 2,148,394.00	\$ 747,436.00
COOS	\$ 161.70	\$ 518,501.00	\$ -	\$ 518,662.70	\$ -
CROOK	\$ 132,373.00	\$ 284,758.00	\$ -	\$ 417,131.00	\$ -
CURRY	\$ -	\$ 292,712.00	\$ -	\$ 292,712.00	\$ -
DESCHUTES	\$ 867,128.00	\$ 786,467.00	\$ -	\$ 1,653,595.00	\$ -
DOUGLAS	\$ 2,381,080.92	\$ 934,576.00	\$ -	\$ 3,315,656.92	\$ 430,011.92
GILLIAM	\$ 356,858.72	\$ 170,824.00	\$ -	\$ 527,682.72	\$ -
GRANT	\$ 2,134,302.26	\$ 230,240.00	\$ -	\$ 2,364,542.26	\$ 1,651,686.26
HARNEY	\$ -	\$ 260,239.00	\$ -	\$ 260,239.00	\$ -
HOOD RIVER	\$ -	\$ 297,649.00	\$ -	\$ 297,649.00	\$ -
JACKSON	\$ 719,266.00	\$ 652,908.00	\$ -	\$ 1,372,174.00	\$ -
JEFFERSON	\$ 374,169.00	\$ 340,313.00	\$ -	\$ 714,482.00	\$ -
JOSEPHINE	\$ -	\$ 523,744.00	\$ -	\$ 523,744.00	\$ -
KLAMATH	\$ -	\$ 642,191.00	\$ -	\$ 642,191.00	\$ -
LAKE	\$ 1,133,754.46	\$ 259,748.00	\$ -	\$ 1,393,502.46	\$ 590,321.46
LANE	\$ 0.43	\$ 1,036,353.00	\$ -	\$ 1,036,353.43	\$ -
LINCOLN	\$ (0.00)	\$ 425,739.00	\$ -	\$ 425,739.00	\$ -
LINN	\$ 742,047.00	\$ 668,715.00	\$ -	\$ 1,410,762.00	\$ -
MALHEUR	\$ -	\$ 476,184.00	\$ -	\$ 476,184.00	\$ -
MARION	\$ 1,514,481.52	\$ 886,068.00	\$ -	\$ 2,400,549.52	\$ -
MORROW	\$ -	\$ 328,738.00	\$ -	\$ 328,738.00	\$ -
MULTNOMAH	\$ -	\$ 259,436.00	\$ -	\$ 259,436.00	\$ -
POLK	\$ 368,076.00	\$ 334,036.00	\$ -	\$ 702,112.00	\$ -
SHERMAN	\$ 360,463.55	\$ 172,711.00	\$ -	\$ 533,174.55	\$ -
TILLAMOOK	\$ 443,448.00	\$ 401,470.00	\$ -	\$ 844,918.00	\$ -
UMATILLA	\$ 67,337.00	\$ 570,079.00	\$ -	\$ 637,416.00	\$ -
UNION	\$ -	\$ 298,318.00	\$ -	\$ 298,318.00	\$ -
WALLOWA	\$ -	\$ 250,026.00	\$ -	\$ 250,026.00	\$ -
WASCO	\$ 300,978.02	\$ 296,117.00	\$ -	\$ 597,095.02	\$ -
WASHINGTON	\$ 2,926,390.00	\$ 615,308.00	\$ -	\$ 3,541,698.00	\$ 1,656,418.00
WHEELER	\$ 1,367,273.35	\$ 152,250.00	\$ -	\$ 1,519,523.35	\$ 1,049,076.35
YAMHILL	\$ 475,132.63	\$ 599,132.00	\$ -	\$ 1,074,264.63	\$ -



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 19, 2022

SUBJECT: Public Health Modernization Funding

RECOMMENDED MOTION:

Move approval of Resolution #2022-001, increasing appropriation and FTE in Health Services Fund.

BACKGROUND AND POLICY IMPLICATIONS:

On December 1, 2021, Deschutes County Health Services (DCHS) received approval from the Board to apply for Public Health Modernization funding through the Oregon Health Authority (OHA), and a total of \$2,006,631 is awarded to DCHS Public Health for the 2021-2023 biennium (see the supplemental email from OHA outlining approved funding awarded). A contract amendment is forthcoming and will be brought to the Board for signature. The funds are awarded as follows:

- Program Element (PE) 51-01: Public Health Leadership, Governance, and Program Implementation (\$741,129 + \$344,461), which is anticipated ongoing funding.
- PE 51-02: Regional Modernization (\$545,261).
- PE 51-03: Workforce Support (\$375,780) in one-time funding.

Public Health identified gaps in services that Public Health Modernization funding can fill, including environmental hazard response, data analysis, congregate setting outbreak response and education, as well as improving understanding of environmental threats that have become prevalent in recent years, such as wildfires, wildfire smoke, excessive heat, drought, and vector-borne communicable disease. Strengthened programming in these areas will help our community to better respond and adapt to environmental conditions, which were not as predominant in the past.

The table below outlines awarded funds and the anticipated use of those funds. Specifically, funds will continue to support existing staff and the department requests 5.0 full-time equivalents (FTE) to support the identified gaps noted above as well as an extension of the Public Information Officer position from June 30, 2022 to June 30, 2023. The new positions should be effective as of February 1, 2022 and extend through June 30, 2023.

Program Element (PE)	Biennium Funding	Existing FTE	Additional FTE Requested
PE51-01	\$741,129	1.0 Management Analyst 0.2 Community Health Specialist III	1.0 Public Health Nurse II 1.0 Clinical Info Systems Administrator
PE 51-02	\$545,261 + \$344,641 (PE 51-01 support)	1.0 Epidemiologist 1.0 Public Health Nurse II	1.0 Community Health Specialist III 1.0 Public Health Nurse II
PE 51-03 (one time funding)	\$375,780 (Award)	1.0 Public Information Officer (extension to 6.30.23)	1.0 Admin Support Specialist
Total:	*\$2,006,811	4.2 Existing FTE	5.0 New FTE

*Does not include Bridge funding for 07/01/21-12/31/21, which totaled \$146,534

BUDGET IMPACTS:

\$2,006,631 of funds awarded January 1, 2022 through June 30, 2023. Of that, \$544,285 additional appropriation in fiscal year 2022, 5.0 FTE from 2/1/22 to 6/30/23 and extension of 1.0 FTE PIO from 6/30/22 to 6/30/23.

ATTENDANCE:

Nahad Sadr-Azodi, Public Health Director
Tom Kuhn, Community Health Manager

From: [BEAUDRAULT Sara](#)
 To: [Thomas Kuhn](#)
 Subject: RE: PE51-02 Public health modernization regional funding award
 Date: Friday, January 7, 2022 6:45:58 AM

[EXTERNAL EMAIL]

Hi Tom,
 Here you go. Does this match up with what you have?
 Sara

County	Population	PE51-01 State GF; Individual LPHA funding			PE51-02 State GF; Regional funding				PE51-03 Federal ARPA	Total
		Total allocation (7/1/21-6/30/23)	Bridge funding 7/1/21-9/30/21	Remaining allocation (10/1/21-6/30/23)	Total allocation (7/1/21-6/30/23)	Bridge funding (7/1/21-9/30/21)	Bridge funding (10/1/21-12/31/21)	Remaining funds (1/1/22-6/30/23)	(7/1/21-6/30/23)	
Deschutes	197,015	1,085,770	\$ 42,571	\$ 1,043,199	\$ 691,795	\$ 73,267	\$ 73,267	\$ 545,261	\$ 375,780	\$ 2,153,344

From: Thomas Kuhn
 Sent: Thursday, January 6, 2022 1:17 PM
 To: BEAUDRAULT Sara
 Subject: RE: PE51-02 Public health modernization regional funding award

Think twice before clicking on links or opening attachments. This email came from outside our organization and might not be safe. If you are not expecting an attachment, contact the sender before opening it.

Hi Sara,
 I was just circling back to you on this. Good news is that we figured out a way to begin the recruitment process with our recruitments all being ""Pending Approval," however, we will still need to go before the Commissioners fairly soon to get that approval. Thanks for any help with this.
 -Tom

From: Thomas Kuhn
 Sent: Monday, January 3, 2022 8:12 AM
 To: 'BEAUDRAULT Sara' <Sara.BEAUDRAULT@dhsosha.state.or.us>
 Subject: FW: PE51-02 Public health modernization regional funding award

Hi Sara,
 Hope you had a great New Year! Our Fiscal Officer asked if OHA could provide us an e-mail or something which listed the total awards for PE 51-01, 52-02, and 51-03 for the Biennium? When we requested permission to apply for these funds, we were using the total award amounts, so the Commissioners are most familiar with those numbers. We need to request permission to accept the funds (aka budget adjustment), which will also enable us to begin our recruitment process. A simple e-mail with 51-01, 52-02, and 51-03 amounts listed would work. Thanks for any assistance with this.
 -Tom

Deschutes County
Appropriation of New Grant

REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
		HSCOMMDIS	HS35101G	2743153	334012	State Grant	170,285	(96,736)	73,549
		HSPHGEN	HS35101G	2743153	334012	State Grant		190,675	190,675
		HSENVIRON	HS35101G	2743153	334012	State Grant		58,620	58,620
		HSADMIN	HS35101G	2743151	334012	State Grant		59,665	59,665
		HSCOMMDIS	HS35102G	2743153	334012	State Grant	291,429	(26,527)	264,902
		HSPHGEN	HS35102G	2743153	334012	State Grant		107,147	107,147
		HSEMERPREP	HS35102G	2743153	334012	State Grant		63,551	63,551
		HSDIRECTR	HS35103G	2743150	334012	State Grant	-	71,914	71,914
		HSPHGEN	HS35103G	2743153	334012	State Grant	-	115,976	115,976
TOTAL							461,714	544,285	1,005,999

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget	
		HSCOMMDIS	HS35101G	2743153	410101	Personnel	Regular Employees	(99,538)	56,401	(43,137)	move Mgmt Analyst to HSPHGEN
		HSCOMMDIS	HS35101G	2743153	420101	Personnel	Health-Dental Ins (ISF)	(24,216)	13,721	(10,495)	
		HSCOMMDIS	HS35101G	2743153	420201	Personnel	PERS Employee-Employer	(21,509)	12,188	(9,321)	
		HSCOMMDIS	HS35101G	2743153	420202	Personnel	PERS - Fund 575 for D-S	(1,490)	844	(646)	
		HSCOMMDIS	HS35101G	2743153	420301	Personnel	FICA	(7,458)	4,226	(3,232)	
		HSCOMMDIS	HS35101G	2743153	420501	Personnel	Unemployment Insurance	(478)	271	(207)	
		HSCOMMDIS	HS35101G	2743153	420601	Personnel	Life-Long Term Disability	(435)	246	(189)	
		HSCOMMDIS	HS35101G	2743153	420701	Personnel	Admin Fees - Section 125	(78)	44	(34)	
		HSCOMMDIS	HS35101G	2743153	490501	Overhead	Allocation Administration		8,794	8,794	
		HSPHGEN	HS35101G	2743153	410101	Personnel	Regular Employees		(56,401)	(56,401)	move Mgmt Analyst to HSPHGEN
		HSPHGEN	HS35101G	2743153	420101	Personnel	Health-Dental Ins (ISF)		(13,721)	(13,721)	
		HSPHGEN	HS35101G	2743153	420201	Personnel	PERS Employee-Employer		(12,188)	(12,188)	
		HSPHGEN	HS35101G	2743153	420202	Personnel	PERS - Fund 575 for D-S		(844)	(844)	
		HSPHGEN	HS35101G	2743153	420301	Personnel	FICA		(4,226)	(4,226)	
		HSPHGEN	HS35101G	2743153	420501	Personnel	Unemployment Insurance		(271)	(271)	
		HSPHGEN	HS35101G	2743153	420601	Personnel	Life-Long Term Disability		(246)	(246)	
		HSPHGEN	HS35101G	2743153	420701	Personnel	Admin Fees - Section 125		(44)	(44)	
		HSPHGEN	HS35101G	2743153	460148	M&S	Program supplies	-	(25,357)	(25,357)	
		HSPHGEN	HS35101G	2743153	490501	Overhead	Allocation Administration		(11,330)	(11,330)	
		HSENVIRON	HS35101G	2743153	410101	Personnel	Regular Employees		(34,773)	(34,773)	PHN II
		HSENVIRON	HS35101G	2743153	420101	Personnel	Health-Dental Ins (ISF)		(8,056)	(8,056)	
		HSENVIRON	HS35101G	2743153	420201	Personnel	PERS Employee-Employer		(7,155)	(7,155)	
		HSENVIRON	HS35101G	2743153	420202	Personnel	PERS - Fund 575 for D-S		(496)	(496)	
		HSENVIRON	HS35101G	2743153	420301	Personnel	FICA		(2,481)	(2,481)	
		HSENVIRON	HS35101G	2743153	420501	Personnel	Unemployment Insurance		(159)	(159)	
		HSENVIRON	HS35101G	2743153	420601	Personnel	Life-Long Term Disability		(145)	(145)	
		HSENVIRON	HS35101G	2743153	420701	Personnel	Admin Fees - Section 125		(26)	(26)	
		HSENVIRON	HS35101G	2743153	490501	Overhead	Allocation Administration		(5,329)	(5,329)	
		HSADMIN	HS35101G	2743151	410101	Personnel	Regular Employees		(34,787)	(34,787)	CLINICAL INFO SYS ADMIN
		HSADMIN	HS35101G	2743151	420101	Personnel	Health-Dental Ins (ISF)		(8,463)	(8,463)	

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HSADMIN	HS35101G	2743151	420201	Personnel	PERS Employee-Employer		(7,517)	(7,517)	
HSADMIN	HS35101G	2743151	420202	Personnel	PERS - Fund 575 for D-S		(521)	(521)	
HSADMIN	HS35101G	2743151	420301	Personnel	FICA		(2,606)	(2,606)	
HSADMIN	HS35101G	2743151	420501	Personnel	Unemployment Insurance		(167)	(167)	
HSADMIN	HS35101G	2743151	420601	Personnel	Life-Long Term Disability		(152)	(152)	
HSADMIN	HS35101G	2743151	420701	Personnel	Admin Fees - Section 125		(27)	(27)	
HSADMIN	HS35101G	2743151	490501	Overhead	Allocation Administration		(5,424)	(5,424)	
HSCOMMDIS	HS35102G	2743153	410101	Personnel	Regular Employees	(186,933)	15,466	(171,467)	move Epidemiologist to HSPHGEN
HSCOMMDIS	HS35102G	2743153	420101	Personnel	Health-Dental Ins (ISF)	(45,477)	3,763	(41,714)	add PHN II
HSCOMMDIS	HS35102G	2743153	420201	Personnel	PERS Employee-Employer	(40,393)	3,342	(37,051)	
HSCOMMDIS	HS35102G	2743153	420202	Personnel	PERS - Fund 575 for D-S	(2,798)	232	(2,566)	
HSCOMMDIS	HS35102G	2743153	420301	Personnel	FICA	(14,006)	1,159	(12,847)	
HSCOMMDIS	HS35102G	2743153	420501	Personnel	Unemployment Insurance	(899)	74	(825)	
HSCOMMDIS	HS35102G	2743153	420601	Personnel	Life-Long Term Disability	(817)	68	(749)	
HSCOMMDIS	HS35102G	2743153	420701	Personnel	Admin Fees - Section 125	(146)	12	(134)	
HSCOMMDIS	HS35102G	2743153	490501	Overhead	Allocation Administration		2,412	2,412	
HSPHGEN	HS35102G	2743153	410101	Personnel	Regular Employees		(49,644)	(49,644)	move Epidemiologist to HSPHGEN
HSPHGEN	HS35102G	2743153	420101	Personnel	Health-Dental Ins (ISF)		(12,078)	(12,078)	
HSPHGEN	HS35102G	2743153	420201	Personnel	PERS Employee-Employer		(10,727)	(10,727)	
HSPHGEN	HS35102G	2743153	420202	Personnel	PERS - Fund 575 for D-S		(743)	(743)	
HSPHGEN	HS35102G	2743153	420301	Personnel	FICA		(3,720)	(3,720)	
HSPHGEN	HS35102G	2743153	420501	Personnel	Unemployment Insurance		(238)	(238)	
HSPHGEN	HS35102G	2743153	420601	Personnel	Life-Long Term Disability		(217)	(217)	
HSPHGEN	HS35102G	2743153	420701	Personnel	Admin Fees - Section 125		(39)	(39)	
HSPHGEN	HS35102G	2743153	460610	M&S	Program supplies		(10,000)	(10,000)	
HSPHGEN	HS35102G	2743153	460610	M&S	Contracted Services		(10,000)	(10,000)	
HSPHGEN	HS35102G	2743153	490501	Overhead	Allocation Administration		(9,741)	(9,741)	
HSEMERPREP	HS35102G	2743153	410101	Personnel	Regular Employees		(37,053)	(37,053)	CHS III
HSEMERPREP	HS35102G	2743153	420101	Personnel	Health-Dental Ins (ISF)		(9,014)	(9,014)	
HSEMERPREP	HS35102G	2743153	420201	Personnel	PERS Employee-Employer		(8,007)	(8,007)	
HSEMERPREP	HS35102G	2743153	420202	Personnel	PERS - Fund 575 for D-S		(555)	(555)	
HSEMERPREP	HS35102G	2743153	420301	Personnel	FICA		(2,776)	(2,776)	
HSEMERPREP	HS35102G	2743153	420501	Personnel	Unemployment Insurance		(178)	(178)	
HSEMERPREP	HS35102G	2743153	420601	Personnel	Life-Long Term Disability		(162)	(162)	
HSEMERPREP	HS35102G	2743153	420701	Personnel	Admin Fees - Section 125		(29)	(29)	
HSEMERPREP	HS35102G	2743153	490501	Overhead	Allocation Administration		(5,777)	(5,777)	
HSDIRECTR	HS35103G	2743150	410101	Personnel	Regular Employees		(41,929)	(41,929)	PIO - existing
HSDIRECTR	HS35103G	2743150	420101	Personnel	Health-Dental Ins (ISF)		(10,201)	(10,201)	
HSDIRECTR	HS35103G	2743150	420201	Personnel	PERS Employee-Employer		(9,060)	(9,060)	
HSDIRECTR	HS35103G	2743150	420202	Personnel	PERS - Fund 575 for D-S		(628)	(628)	
HSDIRECTR	HS35103G	2743150	420301	Personnel	FICA		(3,142)	(3,142)	
HSDIRECTR	HS35103G	2743150	420501	Personnel	Unemployment Insurance		(201)	(201)	
HSDIRECTR	HS35103G	2743150	420601	Personnel	Life-Long Term Disability		(183)	(183)	
HSDIRECTR	HS35103G	2743150	420701	Personnel	Admin Fees - Section 125		(33)	(33)	
HSDIRECTR	HS35103G	2743150	490501	Overhead	Allocation Administration		(6,538)	(6,538)	
HSPHGEN	HS35103G	2743153	410101	Personnel	Regular Employees		(29,204)	(29,204)	Administrative Assistant - existing
HSPHGEN	HS35103G	2743153	420101	Personnel	Health-Dental Ins (ISF)		(7,105)	(7,105)	
HSPHGEN	HS35103G	2743153	420201	Personnel	PERS Employee-Employer		(6,311)	(6,311)	
HSPHGEN	HS35103G	2743153	420202	Personnel	PERS - Fund 575 for D-S		(437)	(437)	
HSPHGEN	HS35103G	2743153	420301	Personnel	FICA		(2,188)	(2,188)	
HSPHGEN	HS35103G	2743153	420501	Personnel	Unemployment Insurance		(140)	(140)	
HSPHGEN	HS35103G	2743153	420601	Personnel	Life-Long Term Disability		(128)	(128)	
HSPHGEN	HS35103G	2743153	420701	Personnel	Admin Fees - Section 125		(23)	(23)	
HSPHGEN	HS35103G	2743153	460610	M&S	Program supplies		(4,550)	(4,550)	
HSPHGEN	HS35103G	2743153	490501	Overhead	Allocation Administration		(5,009)	(5,009)	

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HSPHGEN	HS35101G	2743153	501971	Contingency	Contingency		(66,046)	(66,046)
HSPHGEN	HS35103G	2743153	501971	Contingency	Contingency		(60,881)	(60,881)
HSALL	HS1OTHER	2743151	450094	M&S	Program Expense	-	37,942	37,942
HSALL	HS1OTHER	2743151	490501	Overhead	Admin Allocation	-	(37,942)	(37,942)
TOTAL							(446,671)	(990,956)

0

Enter Narrative here

Fund:
Dept:
Requested by:
Date:

274
Health Services
Lana Lane

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing Appropriations *
And FTE within the 2021-2022 * RESOLUTION NO. 2022-001
Deschutes County Budget *

WHEREAS, the Deschutes County Health Services Department presented to the Board of County Commissioners on 1/19/2022, with regards to increasing appropriations and creating 5.0 limited duration FTE and extending 1.0 limited duration FTE in support of Public Health Modernization through funding from the Oregon Health Authority, and

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

WHEREAS, it is necessary to approve Public Health Modernization funds from the Oregon Health Authority, and

WHEREAS, it is necessary to increase program expense appropriations by \$417,358 and \$126,927 Health Services to accommodate this request, 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 revenue be budgeted in the 2021-22 County Budget:

<u>Health Services</u>	
State Grant	\$ 544,285
Total Health Services	<u>\$ 544,285</u>

Section 2. That the following amounts be appropriated in the 2021-22 County Budget:

Health Services

Program Expense	\$ 417,358
Contingency	\$ 126,927
Total Health Services	<u>\$ 544,285</u>

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

Section 4. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Public Health Nurse II	Limited Duration	2/1/2022-6/30/2023	2.00
Clinical Info Systems Administrator	Limited Duration	2/1/2022-6/30/2023	1.00
Community Health Specialist III	Limited Duration	2/1/2022-6/30/2023	1.00
Admin Support Specialist	Limited Duration	2/1/2022-6/30/2023	1.00
Public Information Officer (Extension)	Limited Duration (Extension)	6/30/2022-6/30/2023	
Total FTE			5.00

Section 5. 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 January, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner