



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 8, 2025

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

### AGENDA

**MEETING FORMAT:** In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link:

<http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

**Citizen Input:** The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

**Zoom Meeting Information:** This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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, call (541) 388-6572 or email [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).

**Time estimates:** The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

**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.

## COMMISSIONER ANNOUNCEMENTS

## CONSENT AGENDA

1. Approval of an amendment to an intergovernmental agreement with the Oregon Health Authority for the funding of Community Navigator Pilot and Jail Diversion programming
2. Approval of an intergovernmental agreement with Bend-La Pine Schools to continue the Healthy Schools program collaboration
3. Consideration of Board Signature on letter reappointing Susan Waddell for service on the Black Butte Ranch Service District Managing Board
4. Approval of the BOCC minutes of September 17, 2025

## ACTION ITEMS

5. **9:10 AM** Consideration of a Collective Bargaining Agreement between Deschutes County and the Deschutes County Sheriff Employees Association
6. **9:25 AM** Public Hearing and consideration of Order 2025-044 approving the annexation of 54 acres on NW Oak Avenue into the Redmond Fire & Rescue District
7. **9:30 AM** Bend Fire and Rescue Proposed Contract with Alfalfa Fire District

## **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**



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 8, 2025

**SUBJECT:** Approval of an amendment to an intergovernmental agreement with the Oregon Health Authority for the funding of Community Navigator Pilot and Jail Diversion programming

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-955 amending an intergovernmental agreement with the Oregon Health Authority for the funding of Community Navigator Pilot and Jail Diversion programming.

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) 44300-00026008, approved by the Board in February 2024, outlined the services, reporting requirements and funding for Community Mental Health, Addiction Treatment, Recovery and Prevention, and Problem Gambling Services for Deschutes County. The agreement originally covered the period from January 1, 2024, to June 30, 2025. Amendment 44300-00026008-17 extended the term and funding for most service elements (SEs) to December 31, 2025.

Deschutes County Health Services is requesting approval of the proposed 18<sup>th</sup> amendment to provide \$350,445 for the period July 1, 2025 through December 31, 2025, to be allocated as follows:

- \$250,000 for Community Navigator pilot program, through Service Element (SE) 04. Funding for the Community Navigator Pilot, initially designated as one time funding for 2023-2025, was included in the 2025-2027 LAB. This program creates “community navigators” to support individual sent for restoration as they transition from OSH into community settings.
- \$100,445 for SE 09 Jail Diversion. Initially this funding was designated as one-time funding for 2023-2025 to support coordination by County Mental Health Programs with the Criminal Justice Commission (CJC) for deflection programming. This funding was included at a continuing service level in the 2025-2027 LAB. Funding is in addition to the \$225,073 of funding awarded in amendment 17 for SE 09.

**BUDGET IMPACTS:**

\$350,445 revenue for the period July 1, 2026, through December 31, 2025.

**ATTENDANCE:**

Evan Namkung, Behavioral Health Program Manager

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@odhsoha.oregon.gov](mailto:dhs-oha.publicationrequest@odhsoha.oregon.gov) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**AGREEMENT # PO-44300-00026008**

**EIGHTEENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2024-2025 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,  
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This **Eighteenth** Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County** (“County”).

**RECITALS**

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

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

**AGREEMENT**

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

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

6. Signatures.

Deschutes County

By:

_____	Anthony DeBone	Chair, Board of County Commissioners	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)	_____
Oregon Department of Justice	Date

# ATTACHMENT 1

## EXHIBIT C Financial Pages

### MODIFICATION INPUT REVIEW REPORT

MOD#: M1277

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2025-2026													
		NAVPIL	AID & ASSIST PROJECT										
4	804	AAP		7/1/2025 - 12/31/2025	0 /NA	\$0.00	\$250,000.00	\$0.00	C	1	N		1
TOTAL FOR SE# 4							\$250,000.00	\$0.00					
		BASE	JAIL DIVERSION										
9	806	JAIL		7/1/2025 - 12/31/2025	0 /NA	\$0.00	\$100,444.72	\$0.00	A	1	Y		
TOTAL FOR SE# 9							\$100,444.72	\$0.00					
TOTAL FOR 2025-2026							\$350,444.72	\$0.00					
TOTAL FOR M1277 026008							\$350,444.72	\$0.00					



OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 09/09/2025

Contract#: 026008  
REF#: 021

REASON FOR FAAA (for information only):

Jail Diversion Services (MHS 09) funds have been awarded and Aid and Assist Client Services (MHS 04) funds have been awarded for Community Navigator Pilot.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M1277 1 A) These funds are for MHS 04 Services for the Community Navigator Pilot. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement becomes executed.



## Certificate Of Completion

Envelope Id: 0DAAF12B-F1E1-44CE-9860-F1814568D94B

Status: Sent

Subject: PO-44300-00026008-18 Deschutes County

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Larry Briggs

AutoNav: Enabled

Larry.O.Briggs@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.107.133

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

## Record Tracking

Status: Original

Holder: Larry Briggs

Location: DocuSign

9/22/2025 11:41:22 AM

Larry.O.Briggs@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLM Location: DocuSign

## Signer Events

### Signature

### Timestamp

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jon Collins

jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ebony Clarke

ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 11:44:53 AM

ID: 47b09fbc-4364-48ad-8181-06540ee27d46

Sent: 9/22/2025 11:42:32 AM

Viewed: 9/22/2025 4:10:49 PM

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

Carbon Copy Events	Status	Timestamp
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Marisha Elkins

marisha.l.elkins@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Shawn Kintner

shawn.kintner@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/22/2025 11:42:32 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov)

### **To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO Oregon Health Authority - CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 8, 2025

**SUBJECT:** Approval of an intergovernmental agreement with Bend-La Pine Schools to continue the Healthy Schools program collaboration

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-525, an intergovernmental agreement with Bend-La Pine Schools for the Healthy Schools program.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County Health Services (DCHS) and Bend-La Pine Schools (BLS) implemented the Healthy Schools collaboration in 2021. This program places Public Health Specialist in 14 Bend-La Pine high schools and associated feeder schools which together serve an estimated student population of more than 9,600.

The Public Health Specialists serve as experts addressing the health needs of students and their families. Schools are efficient locations for public health interventions for youth, especially as adolescents spend nearly half of their waking hours at school for 13 years of their critical developmental life. Healthy School program staff work directly with administrators, counselors, staff, parents and students to improve adolescent health, promote access to learning, and reduce risk-taking behaviors.

Healthy Schools is seeing positive program outcomes—metrics can be viewed online at [www.deschutes.org/healthyschools](http://www.deschutes.org/healthyschools). A formal evaluation of the impact of Healthy Schools will be completed by the end of Fall 2025.

The proposed intergovernmental agreement would provide \$578,254 of match funding for fiscal year (FY) 2026.

**BUDGET IMPACTS:**

Up to \$578,254 revenue for FY 26. County will invoice BLS quarterly.

**ATTENDANCE:**

Jessica Jacks, Manager, Public Health



HEALTH  
SERVICES

REVIEWED  
LEGAL COUNSEL

## INTERGOVERNMENTAL AGREEMENT Agreement No. 2025-525

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be **July 1, 2025**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when both Parties accept each other's completed performance or on **June 30, 2026**, whichever date occurs last.
2. **PARTIES:** Bend-La Pine Schools, a political subdivision of the State of Oregon, (hereinafter referred to as "BLS") and Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as "County"), collectively referred to as "Party" or "Parties".
3. **DESCRIPTION:**  
Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognizes the importance of student's health so they can learn effectively and thrive both now and in the future. Therefore, the Parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools. These PHSs serve as public health experts to administrators, staff and students of all ages as this model is fully implemented.

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

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

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

The full model of PHSs in BLS provides for six (6) staff, five (5) 1.0 FTE PHSs and one (1) 1.0 FTE County Health Services Supervisor. Each PHSs will serve one (1) school vertical alignment. Vertical alignment is defined by a High School, and its associated middle schools.

Healthy Schools PHSs and Supervisor serve on the Prevention and Health Promotion (PHP) team at Deschutes County Public Health alongside staff who have expertise in a variety of adolescent health topics (suicide, sexual health, mental health, alcohol, tobacco and other drugs, problem gambling, youth leadership, etc.). PHP staff serve as content experts and collaborators with Health Schools staff.

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

#### **4. SCHOOL (BLS) RESPONSIBILITIES:**

- A. School shall designate a Point of Contact (POC) to provide ongoing communication and coordination with County designated staff.
- B. School shall accommodate County at applicable BLS locations to allow County to provide services. "Accommodations" may include but not be limited to: a private room where County may consult with individual seeking services within BLS usual and customary business hours.
- C. BLS shall provide the following:
- Sustainable matching funding: \$578,254 for Fiscal Year 2026
  - Office space for Public Health Specialist staff at schools
  - Access to buildings, during working hours, including Non-staff district ID badge
  - Ability for Healthy Schools and PHP staff to conduct program evaluation, including data-collection tools agreed upon by district and County partners, and to access-level data related to the data collection, which includes but is not limited to student, staff and parent surveying
  - A BLS non-staff e-mail account
  - Inclusion on school site specific email distribution lists for schools served
  - A point of contact at each school
  - Members for Healthy Schools Steering and Operation Committee
  - Identification as a School Affiliated Partner (KJA-AR) for the purpose of materials generated in support of the programs goals.
  - Regular joint communication with internal and external entities

#### **5. COUNTY RESPONSIBILITIES:**

- A. County shall designate a Point of Contact (POC) to provide ongoing communication and coordination with BLS designated representative.
- B. Program services are voluntary and may be requested or declined (as applicable) by the individual seeking services and/or residing at School location.
- C. County shall provide the following:
- Sustainable staffing and matching funding: \$578,254 for Fiscal Year 2026, six (6) staff, five (5) 1.0 FTE PHSs and one (1) 1.0 FTE County Health Services Supervisor
  - Program staff supervision and evaluation
  - Computers, cell phones and other equipment for Healthy Schools staff
  - Office drop-in space at County buildings
  - Primary point of contact
  - Members for Healthy Schools Steering and Operation Committee
  - Fiscal management of the program



- Comprehensive program evaluation
- Data tracking and program analysis
- Regular joint communication with internal and external entities

#### 6. **COMPENSATION:**

The maximum compensation under this Agreement is **\$578,254** (detailed under “School Responsibilities” above). County shall invoice BLS on a quarterly basis, as agreed upon between the Parties. If this Agreement is to be amended, the amendment shall be agreed to by both Parties and made in writing. The amendment shall be signed by both Parties and fully executed before either Party performs work subject to the amendment.

#### 7. **TERMINATION:**

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

#### 8. **INDEMNITY AND INSURANCE:**

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify each other, their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of each other's or their officers, employees, contractors, or agents under this Agreement. No Party shall be liable to any other Party for any incidental or consequential damages arising out of or related to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the rightful termination of this Agreement or any part hereof in accordance with its terms.

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

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

#### B. Types and Amounts:

- i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.
- ii. **PROFESSIONAL LIABILITY.** Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than the following, as determined by COUNTY:

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

Applicable to:

☐ BLS   ☒ COUNTY'S PROGRAM OF SELF-INSURANCE MAY SATISFY THE ABOVE STATED LIMITS

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

Bodily Injury, Death and Property Damage:

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

Applicable to:

☐ BLS ☒ COUNTY'S PROGRAM OF SELF-INSURANCE MAY SATISFY THE ABOVE STATED LIMITS

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

Bodily Injury, Death and Property Damage:

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

Applicable to:

☐ BLS ☐ COUNTY ☒ NOT APPLICABLE

- v. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, BLS**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- vi. "TAIL COVERAGE". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Party shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Agreement or, (2) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the Party elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty (24) month period described above, then Party may request and COUNTY may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If COUNTY approval is granted, Party shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- vii. Certificates of Insurance. COUNTY shall obtain from applicable Parties as determined above, a certificate(s) of insurance for all required insurance before the Party performs under this Agreement. The certificate(s) or an attached endorsement must specify: (1) all entities and individuals who are endorsed on the policy as Additional Insured and (2) for insurance on "claims made" basis, the extended reporting periods applicable to "tail" or continuous claims made coverage. Applicable Party shall immediately notify COUNTY of any change in insurance coverage.
- viii. County shall not authorize any Party to begin work under the Agreement until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Agreement as permitted by the Agreement provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Party to work under this Agreement when the County is aware that the Party is not in compliance with the insurance requirements.

#### 9. **PARTIES ARE INDEPENDENT:**

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

#### 10. **PUBLICITY:**

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

**11. NON-ASSIGNABILITY:**

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

**12. ACCESS TO RECORDS:**

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

**13. FEDERAL REQUIREMENTS:**

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

**14. GOVERNING LAW:**

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

**15. SEVERABILITY:**

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

**16. CONFIDENTIALITY:**

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

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person for any purpose not directly connected with the administration of each Parties' responsibilities under this Agreement except upon written consent of each Party, and if applicable, the employee, client, applicant or person.
- B. Not disclose PHI to any third party without the other Party's prior written consent, except as required by law. Each Party shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement.
- C. Not use or disclose PHI except as permitted by law.
- D. Implement appropriate safeguards to prevent unauthorized use or disclosure of PHI. Each Party shall ensure that its agents, employees, officers and subcontractors with access to records understand and comply with this confidentiality provision. Each Party shall cooperate with each other in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.

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

## **17. HIPAA DATA BREACH NOTIFICATION AND MITIGATION**

- A. Parties agree to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would have been known to the Party. Parties will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person

committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, Party shall provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*

- C. Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Parties agree to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, a Party believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, "Information Disclosure Claims") arising directly from (i) the Party's the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party's breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

#### **18. COUNTY CODE PROVISIONS:**

Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:

[https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150\\_Standard\\_Contract\\_Provisions](https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions).

#### **19. NO WAIVER OF CLAIMS:**

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

#### **20. MODIFICATION:**

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

#### **21. INTEGRATION:**

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

#### **22. SB 675 (2015) REPRESENTATION AND COVENANT.**

- A. Each Party represents and warrants that the Party has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Each Party covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Agreement.
- C. Each Party acknowledges that failure by the applicable Party to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before the Party has executed the Agreement or during the term of the Agreement is and will be deemed a default for which Deschutes County may terminate the Agreement and seek damages and/or other relief available under the terms of the Agreement or under applicable law.

#### **23. NOTICE:**

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing to Parties at the address or number set forth below. Delivery may be by



personal delivery, facsimile, or mailing the same, postage prepaid. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

<u>To School District:</u>	<u>To County:</u>
Steve Cook, Superintendent	Heather Kaisner, Deputy Director
Bend-La Pine School District	Deschutes County Health Services
520 NW Wall Street	2577 NE Courtney Dr.
Bend, Oregon 97703	Bend, Oregon 97701
Phone No. 541-355-1001	Phone No. 541-322-7663
Fax No. 541-355-1009	Fax No. 541-322-7565
steve.cook@bend.k12.or.us	<a href="mailto:heather.kaisner@deschutes.org">heather.kaisner@deschutes.org</a> Cc: <a href="mailto:grace.evans@deschutes.org">grace.evans@deschutes.org</a>

#### **24. REQUIRED FEDERAL TERMS AND CONDITIONS:**

COUNTY and BLS shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the agreement for services determined and agreed to by and between the Parties. For the purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

##### **A. Miscellaneous Federal Provisions**

All federal laws, regulations, and executive orders applicable to the Agreement or the delivery of Work. Without limiting the generality of the foregoing, County and BLS expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996 and HIPAA Omnibus Rule of 2013, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

##### **B. Equal Employment Opportunity**

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

##### **C. Clean Air, Clean Water, EPA Regulations**

If this Agreement, including amendments, exceeds \$100,000 then all Parties shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contract, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency. All Parties shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

##### **D. Energy Efficiency**

All Parties shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

##### **E. Truth in Lobbying**

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of applicable Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the United States Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Party shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was place when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. This certification is a material representation of fact upon which reliance was place when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- v. No part of any federal funds paid to BLS or Deschutes County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature or legislative body, except in presentation to the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government.
- vi. No part of any federal funds paid to BLS or Deschutes County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- vii. 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.
- viii. No part of any federal funds paid to BLS or Deschutes County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**F. Resource and Conservation and Recovery.**

BLS and County shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. Seq.), Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the

purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

G. Audits. Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to contractors, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

H. Debarment and Suspension.

COUNTY shall not permit any person or entity to be a party to this Agreement if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and county's declared ineligible under statutory authority other than Executive Order No. 12549. 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.

I. Drug-Free Workplace

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

J. Pro-Children Act

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

K. Medicaid Services

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

- i. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for



providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).

- ii. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- iii. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396a(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- iv. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Each Party shall acknowledge the Party's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- v. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

L. ADA

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

M. Agency-Based Voter Registration

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

N. Disclosure

- i. Parties shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any Provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and PO Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the Provider, fiscal agent or managed care entity or of any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.
- ii. Parties shall comply with the provisions of 42 CFR 455.434 which requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.
- iii. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

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

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

**O. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- i. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- ii. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- iii. **Agreement Provisions.** The provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Agreement, are, to the extent applicable, obligations of the Party, and the Party shall also include these provisions in its contracts with non-Federal entities.

**25. COUNTY POLICIES.** The following County policies will extend to BLS properties as they relate to actions by County employees and County shall ensure compliance by its assigned employees: GA-07 - Tobacco-Free Facilities and Grounds, GA-08 - Employee Firearms Policy, and HR-08 - Drug-Free Workplace. County policies are available on request for BLS to review.

**26. ABUSE AND SEXUAL MISCONDUCT.** County acknowledges BLS's legal obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of County's employees, County agrees to immediately remove that employee from providing services to BLS. County will agree to BLS's requests for removal of such employees following a report or allegation. County will cooperate in any investigation being conducted by BLS, law enforcement, or state agencies. BLS recognizes the County's Bloodborne Pathogens Exposure, Child Abuse, and Sexual Conduct trainings as meeting the same needs as BLS requires.

County shall ensure that county staff whose work is normally expected to include unsupervised access with children, providing services in the schools, shall have completed a fingerprint criminal background check. BLS will direct the fingerprinting process, providing any written description of processes and provision of forms for County employees to complete. BLS will receive the results from Oregon Department of Education and share the results with the County. County employee fingerprint results will be restricted to only BLS staff that need to know. BLS will share all documented results with the County within seven days of receipt. BLS will be responsible for fees associated with County employees completing the fingerprint process. BLS will be responsible to track the County employees who have completed the process and share the list with the County as needed.

**27. ENTIRE AGREEMENT AND COUNTERPARTS.**

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

**SIGNATURE PAGE**

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

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY DIRECTOR OF HEALTH  
SERVICES

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

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

BEND LA PINE SCHOOL DISTRICT

\_\_\_\_\_  
DAN EMERSON, Chief Financial Officer



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 8, 2025

**SUBJECT:** Consideration of Contract No. 2025-968, a Collective Bargaining Agreement Between Deschutes County and the Deschutes County Sheriff Employees Association

**RECOMMENDED MOTION:**

*Move approval of Contract No. 2025-968, a Collective Bargaining Agreement Between Deschutes County and the Deschutes County Sheriff Employees Association.*

**BACKGROUND AND POLICY IMPLICATIONS:**

The new collective bargaining agreement is effective from July 1, 2025 – June 30, 2026. The agreement includes a 1 – 4 % cost of living adjustment in FY 2026, based on the consumer price index. The agreement also includes adjustments for K-9 and FTO premium pay and wage adjustments for corrections nurses, records specialists, evidence technicians and mechanics.

The CBA also includes modifications to the tuition reimbursement program, the time management leave program, military leave program.

The County's bargaining team tentatively agreed to the collective bargaining agreement and recommends its approval.

Employees represented by the DCSEA voted to ratify the agreement.

**BUDGET IMPACTS:**

The fiscal impacts of the new collective bargaining agreement have been included in the FY 25-26 budget.

**ATTENDANCE:**

Sheriff Ty Rupert, DCSO  
 Jeff Price, DCSO Business Manager  
 Christopher Bell, Sr. Assistant Legal Counsel  
 Whitney Hale, Deputy County Administrator



COLLECTIVE BARGAINING AGREEMENT BETWEEN  
DESCHUTES COUNTY  
DESCHUTES COUNTY SHERIFF  
AND  
DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION

JULY 1, 2025 – JUNE 30, 2026

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AGREEMENT BETWEEN DESCHUTES COUNTY, OREGON  
AND  
DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION

1. PREAMBLE AND SCOPE

- A. This Agreement is entered into this 1<sup>st</sup> day of July, 2025, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION, hereinafter referred to as "Association," and shall be in effect through June 30, 2026.
- B. This Agreement shall apply to regular full-time and regular part-time (20 hours per week or more) Sheriff's Office personnel, including law enforcement, corrections, and clerical functions, excluding elected officials, supervisors, confidential employees, and volunteers.

2. RECOGNITION

- A. The County recognizes the Association as the sole and exclusive representative with respect to wages, hours and specified conditions of employment, for all regular full-time and part-time (20 hours per week or more), employees included in the bargaining unit, as set out below.
- B. The following job classifications are included in the general bargaining unit.
  - (1) Deputy Sheriff
  - (2) Records Specialist
  - (3) Civil Technician
  - (4) Evidence Technician
  - (5) Mechanic
  - (6) Digital Forensic Detective
  - (7) Corrections Nurse
  - (8) Field Technician
  - (9) Corrections Technician
  - (10) Emergency Services Coordinator
  - (11) Sheriff's Office Building Maintenance Specialist



- C. The following job classifications are included in the Sergeant's bargaining unit.

(1) Sergeants

- D. The County, when exercising the right to create or combine positions, shall meet with the authorized representative of the Association for the purposes of determining if the position or positions should be included within the bargaining unit. If, after a meeting of the parties, a dispute remains concerning the appropriateness of inclusion or exclusion of a position, parties shall jointly petition the Employment Board for unit clarification.
- E. If the duties of any classification are substantially changed, or if a new classification is added into the bargaining unit, the following procedure shall apply:
1. If the Sheriff forwards to the Association a proposed wage scale for the new or changed classification, the Association will then have the right to reopen the contract for the sole purpose of negotiating a wage for that classification.
  2. In the event the Association believes that the duties of an existing classification have been substantially changed or that a new classification has been added into the bargaining unit, but the Sheriff does not forward to the Association a proposed wage scale for the classification, the Association shall have the right to send a letter to the Sheriff asserting the right to reopen this Agreement for the sole purpose of negotiating a wage for the new or changed classification.
- F. If, after the procedures set forth in paragraph (1) or (2) above have been followed, the parties are unable to agree to the pay range, the question of the appropriate pay scale for the classification shall be submitted to arbitration pursuant to the grievance procedure in this Agreement. Negotiations under the above provisions shall last no longer than 30 days.

3. ASSOCIATION DUES AND FAIR SHARE PAYMENTS

- A. When an employee provides written authorization to the County, the County will deduct from the employee's salary an amount equal to the fees or dues required to be a member of the Association.
- B. An employee may cancel his/her payroll deduction of dues by written notice to the County and the Association. The cancellation

will become effective no later than the second payroll after receipt of the notice.

- C. Dues amounts to be deducted shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association by the County not later than the 10<sup>th</sup> day of the following month after such deductions are made. The amount to be deducted by the County shall be determined in accordance with the provisions of the Association's constitution.
- D. The County agrees to furnish the Association each month a listing of all bargaining unit employees covered by this Agreement.
- E. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, on account of compliance with this Section. In the situation where an employee requests to cease his or her dues payments and the County does not comply with this request, the County shall be responsible for any claims related to its failure to comply with that request.

#### 4. MANAGEMENT RIGHTS

- A. The County retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Association are limited to those specifically limited by the terms of this Agreement. The County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining except as provided in O.R.S. 243.
- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
  - (1) To determine the service to be rendered to the citizens of the County.

- (2) To direct and supervise all operations, functions and policies of the Sheriff's Office in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- (3) To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons.
- (4) To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.
- (5) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
- (6) To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (7) To assign and distribute work.
- (8) To contract or subcontract work which is not now performed by members of the bargaining unit. In the event the County decides to contract or subcontract work which is now performed by members of the bargaining unit, at the Association's option, the matter shall be submitted to the grievance procedure contained in this Collective Bargaining Agreement.
- (9) To assign shifts, workdays, hours of work and work locations.
- (10) To designate and to assign all work duties.
- (11) To introduce new duties and to revise job classifications and duties within the unit.
- (12) To determine the need for and the qualification of new employees, transfers and promotions.

(13) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.

(14) To determine the need for additional educational courses, training programs, on-the-job training and cross training and to assign employees to such duties for periods to be determined by the County.

## 5. EMPLOYEE RIGHTS

- A. Employees shall have the right to form, join and participate in the activities or matters of their own choosing, for the purpose of representation of matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by either the County or the Association because of the exercise of these rights.
- B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, physical or mental disability, union affiliation or political affiliation, except for bona fide job requirements.

## 6. NO STRIKES AND NO LOCKOUTS

- A. The Association and its members, as individuals or a group, will not initiate, cause, promote, permit, participate in or join in any strike, work stoppage, or slow-down, picketing or any other restrictions or work at any location. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line, except that such picket line may be honored if crossing the picket line would be unreasonably dangerous or hazardous to the employee.
- B. The County agrees that there will be no lockouts during the term of this Agreement.
- C. In the event of strike, work stoppage, slow-down, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately use every good faith effort to secure an orderly return to work of its members. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the

stoppage, or by whether such subject matter is or is not subject to the provisions of the Agreement.

## 7. ASSOCIATION BUSINESS

- A. Members of the bargaining unit elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except as provided in subsection B of this Section. The Association negotiation team shall be comprised of the Executive Board, four (4) of which are on duty. The Sheriff's Office shall not incur overtime as a result of this provision.
- B. The County shall allow up to the combined total of one hundred fifty (150) hours per year to the authorized representatives of the Association for the purpose of conducting Association business, exclusive of contract negotiations. Scheduling of time for Association business shall be by mutual agreement with the Association representative's supervisor and shall be documented on payroll records the same as any other time-off request.
- C. The County shall allow the use of the Sheriff's Office phones, copier, tape recorders and fax for Association business. The Association shall reimburse the Sheriff's Office for expenses exceeding \$250 per fiscal year.

## 8. BULLETIN BOARD

The County agrees to maintain a minimum of four (4) square feet of bulletin board space in each separate division and/or building used by Sheriff personnel to be used by the Association, not to exceed a total of six (6) bulletin boards.

## 9. OUTSIDE EMPLOYMENT

- A. Authorization for an employee to engage in outside employment shall be granted by the Sheriff if, in the reasonable judgment of the Sheriff, the employment meets the following conditions:
  - (1) The employment must not conflict with the employee's work.
  - (2) The employment must in no way be a discredit to the Sheriff, Sheriff's Office, or the County.
  - (3) The employment must in no way detract from the efficiency of the employee and their duties.

(4) In any situation where extra duty will be necessary in the employee's County work, such extra duty will take preference to the employee's outside employment.

(5) No employee shall perform any service or employment during County working hours for which he/she receives additional outside compensation.

- B. The Sheriff may withdraw authorization for any outside employment if the employee or employment violates any of the conditions set forth in Section A above.

#### 10. SENIORITY AND LAYOFF

- A. Seniority, as used in this Agreement, is determined by the length of an employee's continuous full-time service with the Sheriff's Office. Part-time employees will not accrue seniority for full-time purposes (see Section G below). Any employee on leave which is not paid leave, or leave mandated by law, may accrue up to ninety (90) days seniority.
- B. The County will provide the Association with a copy of the seniority list upon request from the Association, which will then be posted on the bulletin board.
- C. An employee shall lose all seniority in the event of voluntary resignation, discharge for cause, is laid off and fails to respond to written notice as provided in Paragraph F, of this Agreement, is laid off work for a period of time greater than twenty-four (24) months, fails to report to work at the termination of an extended leave of absence, or while on a leave of absence accepts employment without permission, or is retired.
- D. Layoffs within job classification shall be in the inverse order of seniority as defined in Paragraph A. The classifications of Deputy Sheriff and Detective are considered the same job classification.

An exception to layoff in the inverse order of seniority may be made and a senior employee may be laid off before a junior employee when the junior employee is performing the job in question in a substantially superior manner, taking into consideration job performance, experience and other relevant factors.

- E. Employees shall be recalled in the inverse order of layoff if positions become available in the job classification from which the

employee was laid off. An employee's failure to respond to a recall notice as specified by Paragraph F of this Agreement, shall constitute a waiver of the employee's recall rights.

- F. For the purpose of recalling employees from layoff, the following procedures will be followed:
  - (1) For layoffs of less than five (5) days, a personal visit by the County representative or a phone call from the County will suffice.
  - (2) For layoffs of five (5) days to one month in duration, employees will have seven (7) days from the date that a certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
  - (3) For layoffs longer than one month, employees will have fourteen (14) days from the date that certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
- G. Part-time employees have seniority for layoff/recall purposes, shift bidding and vacation bidding within the part-time classifications only.

## 11. HOURS OF WORK

- A. A normal workday is defined as a twenty-four (24) hour period commencing with the beginning of the employee's scheduled shift day.
- B. The regular shift hours of work each day shall be consecutive and shall include a one-half (1/2) hour paid lunch period for deputies, detectives, corrections deputies, corrections technicians, animal control technicians, and nurses. Corrections deputies may not leave their workstation during the lunch period, but each corrections deputy assigned to the jail shall be provided, at no cost to them, one (1) meal from the correctional facility kitchen during the assigned work shift.
- C. Employees may, at the sole discretion of the Sheriff, be assigned to work a 5-8 schedule, a 4-10 schedule or a 4-12 schedule. The Sheriff reserves the right to determine which schedule an employee will work. The normal work shifts and work periods for these schedules are defined as follows:

- (1) 5-8 Schedule: A regular work shift on each workday shall consist of eight (8) hours per day during a seven (7) day work period.
  - (2) 4-10 Schedule: A regular work shift on each workday shall consist of ten (10) hours per day during a seven (7) day work period.
  - (3) 4-12 Schedule: Employees assigned to a 4-12 schedule will, at the discretion of the Sheriff, work one of the following shifts:
    - (a) Two (2) days, 24 hours off, two (2) nights, four days off;
    - (b) Straight days; or
    - (c) Straight nights
- D. The start time for each work shift will be determined by the Sheriff.
- E. All hours worked in excess of an employee's regularly scheduled shift shall be considered overtime. Pursuant to the provisions of 29 U.S.C. §207 (k), for purposes of determining overtime, County elects to establish an eight (8)-day work period for employees working a 4-12 schedule.
- F. Work schedules showing the employee's workdays and hours shall be posted on the Office's bulletin board. Except for emergency situations, and for the duration of the special or emergency situation, changes in work schedules shall be posted fourteen (14) days prior to the effective date of the change.

## 12. WORKING OUT OF CLASSIFICATION

- A. An employee designated to work temporarily for a period of forty (40) consecutive hours or more in a higher classification shall be compensated at the rate of pay of the higher classification for all hours worked in that classification.
- B. Any employee who is designated as a temporary supervisor shall:
  - (1) Receive a salary provided for and be subject to the conditions in Section A above.
  - (2) Assume all duties and be subject to the working conditions of other supervisors in the Office of similar rank for the duration of the temporary appointment.



- (3) Remain a member of the bargaining unit and receive the same benefits covered by this Agreement. Association dues will continue to be deducted during the temporary assignment.

### 13. COMPENSATION

- A. Effective July 1, 2025, the wage schedule shall be amended to reflect a COLA equal to the “average 12-month CPI percentage” from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities during the 2024 calendar year (the COLA beginning July 1, 2025 will be calculated using the average 12-month CPI percentage from January 2024 through December 2024).. The CPI% used for each month is the “12-month percent change” - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one percent (1%) and a maximum increase of not more than four percent (4%).
- B. Effective the first pay period following approval of contract and the receipt of all required signatures, salary ranges will be adjusted as set forth in Appendix A.
- C. Pay Periods. Employees shall be paid on a monthly basis and shall receive their paycheck on the last business day of the month.
- D. If a DCSEA Deputy applies for a new Deputy position such as Corrections or Patrol and is hired, pay steps will be determined by the following guidelines:
  - (1) Deputies without DPSST certifications will maintain their current hourly pay rate until their annual review date occurs.
    - a. Annual review date will remain the same as previous position.
    - b. 12-month probation will start on new hire date.
  - (2) Deputies currently receiving DPSST certification pay will be placed at Step 4 on the hourly pay scale until DPSST certification is achieved in their new discipline.
    - a. DPSST Certification pay will stop until the employee is granted the DPSST certification in the new discipline (monetary loss).

- E. Deputies assigned to K-9 duty are responsible for the care and maintenance of the assigned canine and shall be compensated additional pay of \$500.00 per pay period. The additional pay is intended to compensate the officer for the ordinary off-duty care and maintenance of the canine and meet minimum wage requirements under the law. Deputies assigned to K-9 duty will not receive overtime wages for the care and maintenance of the canine.
- F. Employees assigned as Training Officers (TO's) for the FTEP program shall receive additional compensation of \$40.00 per day while working a shift as a TO. An employee does not need to be off of probation to receive this incentive.
- G. As approved by the Sheriff and demonstrated need in the Office, bi-lingual employees can receive \$150.00 additional bi-lingual pay compensation per pay period for translations or signing language. Employees shall be required to pass an approved bi-lingual test prior to receiving the compensation and yearly thereafter.
- H. Employees may be assigned to positions such as SWAT, K9, FTO's, Detectives, or other special assignments at the discretion of the Sheriff. Such assignments may be withdrawn and/or the employees reassigned at any time by the Sheriff based on the operational needs of the Sheriff's Office. Any additional compensation afforded to employees as a result of these discretionary assignments will terminate at the conclusion of the assignment.
- I. Anniversary date is defined as the date of hire in a specific classification.
- J. Employees assigned to work a 4-12 schedule will, for each pay period in which the employee works a 4-12 schedule for the full pay period, receive additional compensation at the rate of 9.2 hours times the employee's regular rate of pay, converted to an hourly rate. If an employee works 4-12 shifts for less than the full pay period, the employee will receive this additional compensation prorated to the percentage of hours the employee is assigned to work 4-12 shifts in the pay period.
- K. Employees designated by the Sheriff as on-call shall be compensated at the rate of three (3) hours of standby pay for days the employee is not scheduled to work. All standby time shall be paid at the overtime rate of time and one-half (1 ½) the regular hourly rate of pay. Employees will receive both standby pay as well as callback pay when called back to work while on standby.

L. Lateral Sworn, New-Hire Deputy Sheriff Incentive Compensation:

Certification and Wellness Incentive Pay:

- For Oregon Certified new-hire applicants, certificate pay begins upon hire date.
  - 6% - Intermediate
  - 11% - Advanced
- Out of State Certified new-hire applicants will receive certificate pay as soon as certification is granted by DPSST.
- 3% Wellness Incentive pay begins upon hire date.

Compensation:

- 50 hours Compensatory Bank issued upon hire date.

14. MILEAGE AND EXPENSE REIMBURSEMENT

- A. An employee authorized and directed to utilize their own vehicle in the performance of official County duties shall be compensated at the IRS rate for the reasonable mileage necessary in conjunction with such duties.
- B. Subsistence allowance for authorized official overnight trips shall be compensated on the basis of reasonable actual expense, in accordance with the County's Employee Reimbursement Policy.
- C. During the course of the recruit school presently conducted at Salem, Oregon, recruits will be compensated by the County at their regular wages. DCSO members attending the Academy will be provided with a Sheriff's Office vehicle and gas card for transportation to and from the Academy. Members are required to carpool to and from the Academy, unless prior authorization is made with the Division Commander. If using your POV, no reimbursement of fuel or mileage will occur.

15. PAY STEPS

- A. An employee shall advance to the next step of their pay range upon completion of the first 12 months of their probationary period and receipt of a "meets standards" performance evaluation.
- B. If an employee is hired on the first of the month through the 15<sup>th</sup> of the month, the performance evaluation will be completed within the month of hire, and if a step increase is granted it will be retroactive to the first day of the current pay period. If an employee is hired on the 16<sup>th</sup> of the month through the end of the month, the

performance evaluation will be completed the following month and if a step increase is granted it will be applied beginning the first day of the following pay period.

- C. An employee is eligible for a step increase every twelve months thereafter unless they have reached the top step of the range.
- D. Step increases shall be granted for employees who meet standards.
- E. Individual performance evaluations are not grievable. However, if as a result of a performance evaluation an employee is denied an increase, or if the performance evaluation includes criticism of an employee for which progressive discipline has never been utilized, then the performance evaluation may be grieved through Step 2 of Article 35. However, if the Sheriff uses the performance evaluation process for other than evaluating the performance of employees in order to deny employees step increases, a pattern of improper evaluations may be grieved by the Association through Step 3 of Article 35.

#### 16. OVERTIME & COMPENSATORY TIME

- A. Overtime, as used in this Agreement, shall mean that time an employee is authorized and directed to work in excess of their regularly scheduled shift in accordance with Article 11, above.
- B. Overtime shall be computed to the nearest minute.
- C. Overtime shall be paid at a rate of time-and one-half (1 ½) times the regular hourly rate of pay.
- D. Excluding Sergeants, non-exempt employees may receive compensatory time-off at the rate of one and one half (1 1/2 ) hours for each overtime hour worked in lieu of overtime pay by mutual agreement between the employee and the Sheriff or the Sheriff's Designee. Compensatory time accrual for such employees shall not exceed eighty (80) hours. Compensatory time off requests will be handled the same as vacation requests subject to the reasonable operational needs of the Sheriff.
- E. Sergeants are not eligible for compensatory time.

## 17. COURT TIME

- A. Court time, as defined in this Agreement, is any legal, equitable, or administrative proceeding arising as a result of the performance of the employee's duties, where the employee is subpoenaed to appear in court on a civil or criminal case.
- B. Authorized court time outside the regular duty hours shall be compensated at the overtime rate for a minimum of four (4) hours.
- C. Employees shall not be paid for more than one court appearance per calendar day unless the start time for the second call-in is at least 4 hours after the first call-in. This section shall not apply if the scheduled court appearance occurs 1 hour or less before the beginning of the employee's regular shift or if the appearance extends the employees' regular shift by 1 hour or less.
- D. If a court or hearing appearance is scheduled for an employee's day off and is canceled without actual notification to the employee being received within eighteen (18) hours of such appearance time, the employee shall be paid for four (4) hours at their overtime rate.
- E. All witness fees, mileage allowance, and related remuneration paid for appearance in court proceedings during the employee's scheduled shift, or for which the employee is entitled to compensation by the County, shall be turned over to the County.

## 18. CALL BACK TIME

- A. When the employees are recalled by the County to active duty, they shall be compensated at the overtime rate for a minimum of four (4) hours, regardless of the length of the callback.
- B. When the Sheriff determines it necessary to utilize additional personnel to provide shift coverage, such replacement personnel shall be selected from a list furnished by the Association consisting of bargaining unit personnel, within their respective divisions.

If no bargaining unit personnel are available from the list to work, then reserve personnel may be used.

## 19. LONGEVITY

Full-time employees who have worked continuously for the County shall receive additional pay per pay period for each five years of continuous full-time service worked as outlined below:

\$97.50 FY 25/26

During the 25/26 fiscal year, the County agrees to provide Association members pay for longevity in equal measure to that provided to County non-represented employees.

## 20. PROFESSIONAL CERTIFICATION

Each employee who qualifies for payment under this Section shall be paid for professional certification as follows:

- A. The County agrees to pay the premiums set forth to those Deputies and Detectives who qualify under the following terms:
  - (1) A six (6) percent increase in the base pay upon satisfying the following requirements:
    - a. Must obtain an intermediate DPSST certification.
    - b. Maintain for previous twelve (12) months and continue to maintain a satisfactory evaluation in the Deschutes County Sheriff's Office.
  - (2) An eleven (11) percent increase in base pay upon satisfying the following requirements:
    - a. Must obtain an advanced DPSST certification.
    - b. Maintain for previous twelve (12) months and continue to maintain a satisfactory evaluation from the Deschutes County Sheriff's Office.
  - (3) Any DPSST Certified employee and Animal Control Technician, except new-hire probationary employees, who annually run and pass designated wellness testing, will receive an additional three (3) percent of base pay. If DPSST makes an annual test and passage a condition of continuing employment for all certified employees, this incentive will not be paid after implementation of such a rule.
- B. The base pay shall be defined as that step of the range which the officer is assigned.
- C. With the exception of paragraph A.3. of this article, an officer who qualifies for premium payment under this Section shall be entitled

to payment under only one paragraph. Premiums are not cumulative.

## 21. EDUCATION EXPENSES

- A. The County will supplement State and Federal police education funding with County funds, if necessary, to provide partial reimbursement, as defined in paragraph B, of the cost of tuition for non-probationary members of the bargaining unit to enroll in approved degree courses which may be applied to an AA/AS, BA/BS, or MA/MS degree, subject to prior approval of the course and completion of the course with a grade of C or better.
- B. The following conditions apply to education expense reimbursement:
  - (1) Prior to receiving County funding an employee must declare a major or course of study.
  - (2) Reimbursement shall be made at the rate of eighty percent (80%) per credit cost as set by Oregon State University, Cascade Campus.
  - (3) Reimbursement shall be limited to a maximum of one hundred (100) hours of lower division credit and ninety (90) hours of upper division credit. Calculations of hours shall include any accrued credits of a member. The cost of only one degree at any level will be eligible for reimbursement. (Ex: one bachelor's degree and one master's degree.)
  - (4) The County shall maintain a list of approved degree curriculums which include: Criminal Justice, Business Management, Corrections Science, Computer Science, Psychology, and any other job-related degree approved by the Sheriff.
  - (5) Any member not qualified for reimbursement because of maximum credit accrual shall nonetheless be eligible for tuition reimbursement for approved job-related courses.
  - (6) Employees who in the year prior to their request for reimbursement meet the Internal Revenue Service definition of "highly compensated individual" are not eligible for such reimbursement.

22. HOLIDAYS

- A. Except for sergeants, each employee in the bargaining unit shall be entitled to receive one hundred four (104) hours per year of vacation time in lieu of holidays. An employee shall accrue vacation time in lieu of holidays at the rate of 8.66 hours per pay period. The maximum accrual of time in lieu of holidays shall be as specified in Article 23. Sergeants are not eligible to receive time in lieu of holidays as specified herein.
- B. An employee who is regularly scheduled to work on Thanksgiving Day, Christmas Day, or New Year's Day, in addition to their regular pay, he/she shall be paid holiday pay at one half their regular pay. One half is defined as 50% of the employee's regular hourly compensation.
- C. An employee who works an overtime shift, meaning a shift outside of their regularly scheduled shift, on Thanksgiving Day, Christmas Day or New Year's Day shall receive holiday pay, defined as 50% of the employee's regular hourly compensation, in addition to their overtime.
- D. Accrued holiday time may be paid to an employee or their beneficiary in the event of death or separation of employment.

23. VACATION TIME

- A. Sergeants are not eligible for vacation time under this Article 23. Instead, sergeants will accrue time management leave pursuant to Article 25 below.
- B. Vacation leave shall be credited monthly at the following rates.

Months of Service	Years	Vacation Hrs Per Year	Vacation Hrs Per Month
12 – 60	1 – 5	96 Hours	8 Hours
61 – 120	5 – 10	120 Hours	10 Hours
121 – 180	10 – 15	144 Hours	12 Hours
181 – 240	15 – 20	168 Hours	14 Hours
241+	20+	180 Hours	15 Hours

- C. Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from the County, except that time spent by an employee on military leave, paid sick leave, leave authorized by the Family Medical Leave Act, or



Oregon Family Leave Act, time off resulting from an occupational disability, and paid education or law enforcement training leave, shall be included as continuous service. Time spent on other types of authorized leave without pay will not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

- D. Beginning in the 2026 fiscal year and continuing each year thereafter, any employee with accrued combined holiday and vacation leave greater than 360 hours during the July pay period of each year shall forfeit the amount over the maximum accumulation. No payment shall be made for holiday or vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the County or the Sheriff's insistence that the employee be at work during their scheduled vacation.
- E. Vacation sign up shall be conducted annually during the month of January through the use of vacation bid sheets. There shall be separate vacation schedules for each division. Employees shall be permitted to request vacation on either a split or an entire basis. Vacation time shall be selected by team on the basis of seniority, subject to the reasonable operational needs of the Sheriff. Provided, however, each employee will be permitted to exercise their right of seniority only once annually for a two-week period of time taken as a block, or two one-week increments. After all employees have had the opportunity to exercise their seniority once for vacation purposes, all employees shall have the right to select their remaining vacation days by seniority, subject to the reasonable operational needs of the Sheriff. Seniority rights may be exercised through a maximum of three rounds. Confirmation of vacation times shall be posted by March 1. Once the seniority sign-up process is complete, requests for additional time off will be prioritized on the basis of first-come-first-served.
- F. In the event of separation from employment, the employee shall be entitled to payment for accrued unused vacation leave. In event of death, earned but unused vacation leave shall be paid to the person or persons entitled to receive payment in accordance with state law.
- G. Eligible employees may sell back accrued vacation time and holiday leave annually on a limited basis as provided herein.

- (1) To be eligible to sell back their accrued vacation time or holiday leave, employees must have a balance of at least one year's accrual of vacation time and holiday leave they earn.
- (2) To be eligible to sell back accrued vacation time or holiday leave during their first five years of employment, employees must take a minimum of 40 hours of vacation or holiday time per year (November 1 to October 31). Thereafter, employees shall be required to take a minimum of 80 hours of vacation time or holiday leave per year (November 1 to October 31).
- (3) For the year 2025, vacation time and holiday leave sell back will proceed in accordance with existing practice. The Sheriff will notify the Association of the funds available for eligible employees to sell back their vacation time or holiday leave by October 27. Eligible employees will have one week from such notification to request to sell back to the County up to eighty (80) hours of vacation time or holiday leave. The County will buy back such hours at the request of eligible employees at their then current rate of pay, subject to funds being available for that purpose. The hours sold back to the County by eligible employees will be included in their November paycheck.
- (4) For the year 2026 and thereafter, vacation time and holiday leave sell back will proceed as described herein. Each year the Sheriff will notify the Association of the funds available for employees to sell back their vacation leave or holiday time by the last Monday of October. By the last business day of the November following such notification, eligible employees may elect to sell back to the County up to 80 hours of accrued vacation time or holiday leave which will be earned in the following calendar year, at their base rate of pay. Elections to sell back accrued vacation time or holiday leave hours are irrevocable once completed; they cannot be reversed.

Employees who have irrevocably elected to sell back accrued vacation time or holiday leave to the County as described herein will receive payment for the cash value of the amount of such leave they elected to sell back on the payday for the November pay period in the following year. If during the November pay period of the year following an employee's election to sell back such leave they do not have sufficient accrued leave to cover the number of hours they have elected to sell back, the uncovered hours will be automatically converted and sold back to them in December, which may

cause an employee's leave balance to drop below the required minimum stated in Paragraph (1) above.

By example, for leave sell back in 2026, the Sheriff will provide notice to the Association of the funds available by October 27, 2025. Employees who wish to sell back vacation time or holiday leave must irrevocably elect to do so by November 28, 2025. Employees who make such an election will receive payment for the cash value of the amount of such leave they elected to sell back in their paycheck for November of 2026.

## 24. SICK LEAVE

- A. Sergeants are not eligible for sick leave under this Article 24. Instead, Sergeants shall accrue time management leave pursuant to Article 25 below.
- B. Employees shall accumulate sick leave at the rate of eight (8) hours for each full pay period of continuous service. Accumulation of sick leave is unlimited. However, when an employee retires from County Service, they will be paid for one-half of the accumulated portion of sick leave above 960 hours.
- C. Sick leave shall be used only for the following:
  - (1) An employee is physically unable to perform duties because of illness or injury. The employee shall notify their immediate supervisor as soon as possible prior to the beginning of the shift. At the request of the immediate supervisor or another superior, the employee will obtain certification of an attending physician, documenting the nature and proof of illness.
  - (2) To obtain medical or dental care.
  - (3) As the result of exposure of a contagious disease under circumstances by which the health of fellow employees or the public could be endangered.
  - (4) Due to the illness of an employee's mother, father, spouse, sister, brother, children, grandparents or other close relatives; except as provided under Oregon and Federal Family Medical Leave laws; up to three (3) working days in succession per occurrence may be used for these purposes. The employee's immediate supervisor may grant additional days if special circumstances exist.

- (5) Parental leave shall be in accordance with Federal and Oregon family leave laws.
  - (6) Other leave allowed pursuant to the provisions of the Family Medical Leave Act and/or the Oregon Family Leave Act.
- D. Upon application by the employee, sick leave without pay and other employee benefits may be granted by the County for the remaining period of disability after accrued sick leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such absence. Sick leave and vacation credits shall not be accumulated during the period of such absence.
  - E. In the event that an employee needs to utilize their allowance of sick leave, that employee shall notify the on-duty supervisor of the pending absence prior to the beginning of their assigned shift. Such notification should be made at the earliest possible time prior to the commencement of the employee's work shift and will include the nature or reason for the absence and the expected length of the absence, unless the employee is unable to do so because of the serious nature of the illness or injury. If a supervisor is unavailable, a message may be left at the main office.
  - F. Unused sick leave credits shall be converted to retirement benefits to the extent allowed under the PERS system.
  - G. When an injury occurs in the course of employment, and the employee has exhausted all pay provided in Article 26, the County's obligation to pay under the sick leave section is limited to the difference between any payment received under Workers' Compensation laws and the employee's net salary. An employee may elect not to receive such sick leave pay under this article. When an employee receives sick leave pay under this Article, pro-rata charges will be made against accrued sick leave.
  - H. A physician's statement documenting an employee's illness may be required at the option of the Sheriff or their designee if an employee utilizes more than three (3) consecutive days of sick leave, or if the employee is demonstrating a pattern of sick leave abuse. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.
  - I. Sick leave is provided by the County in the nature of insurance against loss of income due to illness or injury. Except as otherwise provided in this Agreement, no compensation for accrued sick

leave shall be provided for any employee upon their death or termination of employment for whatever reason. Sick leave shall not accrue during any period of leave of absence without pay. In the event of an employee's death in the line of duty, one-half of the employee's accumulated but unused sick leave shall be payable to the person or persons entitled to receive payment in accordance with state law.

## 25. TIME MANAGEMENT LEAVE – Sergeants

- A. The provision of time management leave (“TML”) to sergeants is governed by the Sergeants’ Exempt Time Management Leave Program found in Appendix B and as otherwise provided in this Article 25.
- B. Only DCSEA-represented Sergeants are eligible to participate in the Exempt Time Management Leave Program.

## 26. WORKERS’ COMPENSATION

When an accepted on-the-job injury occurs during the course and scope of employment which prevents the employee from returning to any available position (per the treating physician’s authorization), the County will continue the worker’s regular gross salary for up to an annual total of 575 eligible hours each fiscal year. Eligible hours are those that are regularly scheduled for the employee each month. Extensions beyond 575 hours accrued during a fiscal year may be granted by unanimous Board of County Commissioners, Sheriff and Risk Manager agreement. Each approved extension will consist of 192 additional hours. Benefits begin after three (3) calendar days after the employee leaves work or loses wages as a result of a compensable injury.

## 27. LEAVE OF ABSENCE WITH PAY

- A. Employees shall be granted not more than three (3) days funeral leave with regular salary in the event of death in the immediate family of the employee. An employee shall be granted five (5) days if out-of-state travel is required. At the employee’s option, and upon reasonable notice to the County, an employee may elect to take an additional three (3) workdays without pay, which shall be taken consecutively with the funeral leave with pay specified herein. An employee’s immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, grandparents, and members of the employee’s immediate household. For any other close relative, an employee may take funeral leave in accord with

this paragraph, but the time taken will be charged against sick leave or vacation, depending upon which one the employee elects. Leave provided in this section is concurrent to any leaves provided under OFLA when eligible.

- B. When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony during their regular working hours, they will be granted a leave of absence with pay for the period necessary to participate, up to the number of hours in their regularly scheduled shift.
- C. Employees will be granted military leave in accordance with State and Federal law. Military leave may only be granted when the employee provides confirming documentation (military orders, training/drill schedule or other official documents) for the absence.

## 28. LEAVE OF ABSENCE WITHOUT PAY

- A. Except as otherwise required by law, requests for leaves of absence without pay may be approved in accordance with the following provisions:
- B. Upon request by an employee, the Sheriff may grant a leave of absence without pay not to exceed ninety (90) calendar days.
- C. Leaves of absence without pay for periods in excess of the leave provided by Section 27 of this Agreement must be approved by the Sheriff and may not be granted in increments of more than ninety (90) days.
- D. During such leave, the County will maintain at employee expense all benefits, with the exception of vacation and sick leave accrual, provided by this Agreement.
- E. Failure of an employee to pay the premiums for benefits in advance shall result in the termination of the leave of absence.

## 29. OTHER LEAVES

- A. Parental leave, not to exceed six months, may be granted without pay upon request of the employee. Parental leave may be extended or renewed for an additional period. Leave provided in this section is concurrent to any leaves provided under FMLA and/or OFLA leave when eligible.

- B. Employees elected to any Association office or selected by the Association to do work which takes them from their employment with the County, may be recommended by the Sheriff for a leave of absence without pay. Members of the Association selected to participate in other union activity shall, to the extent consistent with the operating requirements of the Sheriff's Office, be granted a leave of absence without pay, or by utilizing accumulated but unused compensatory time or vacation at the request of the Association and the employee. Any employee who has been granted such a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County unless the employee, prior to expiration of said leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he/she is unable to return by reason of illness or injury.
- C. After completing one year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the Sheriff for the purpose of upgrading their professional ability through enrollment in educational courses related to their employment at an accredited school. The period of such leave of absence shall not exceed one year but may be renewed or extended upon request of the employee and approval by the Sheriff. One-year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three-year period.
- D. Employees may be granted time off with pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs and other programs of similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the Sheriff.
- E. Employees shall be allowed to take parental leave in accordance with Oregon and Federal Law. In addition, employees are required to utilize their sick time, compensatory time, holiday time, vacation time, and personal time to be charged against parental leave. The employee will inform the County as to which accumulated time they will be utilizing during the twelve (12) week period. Leave provided in this section is concurrent to any leaves provided under FMLA and/or OFLA leave when eligible.
- F. Military leave without pay will be granted to employees for performance of military service, pursuant to bona fide military

orders, in accordance with the provisions of Oregon State law and the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Employees may, but are not required to, use accrued and unused vacation leave or time management leave for any period of military service which is unpaid by the County. Copies of military orders shall be placed in the employee's personnel file.

### 30. JURY DUTY

Employees shall be granted leave with pay for service upon a jury, provided, however, that any money, other than mileage for personal vehicles, or salary, the employee receives as compensation for jury duty shall be turned over to the Sheriff's Office; and upon being excused from jury service for any day an employee shall immediately contact his or her supervisor for assignment for the remainder of their regular work day.

### 31. RETIREMENT

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP), or its equivalent. After the employee has completed his/her six months employment period and holds a position requiring that the employee work in excess of 600 hours per year, the County shall make contributions to PERS/OPSRP in accordance with levels established for the employee's position. The employees will contribute to a retirement plan in accordance with State law. If alternatives to employee contributions are identified within the State law or if State law changes, the contract will automatically be opened for consideration of these issues. The County will take appropriate action to have the employee contribution defined as tax deferred.

The County will provide health insurance benefits at the same level and under the same conditions as a regular full-time employee, to retired Sheriff's Office employees, classified as PERS Police & Fire, collecting PERS who have worked for the County for a continuous twenty-five (25) years or more as a regular benefited employee on a full-time basis. This benefit will be provided until the employee is eligible for Medicare.

Employees who collect PERS and retire from the County with more than fifteen (15) years and less than twenty-five (25) years of full-time service are eligible to receive a County contribution towards their monthly insurance premiums until eligible for Medicare, in accordance with a schedule approved by the County.



## 32. INSURANCE

- A. Health insurance is to include the following:
  - (1) Medical Insurance
  - (2) Vision Insurance
  - (3) Dental Insurance
  - (4) Prescription Drug Insurance
  - (5) Orthodontic Insurance
- B. Health insurance benefits will be provided to DCSEA members under the same conditions and/or restrictions as provided to all other County employees.
- C. A health benefits plan document shall be adopted annually by the County following a review of the Employee Benefits Advisory Committee. The per FTE cost of providing the health benefits called for in this plan shall be determined by an actuarial valuation. The County shall annually, as part of the budget adoption process, establish an employee premium contribution.

The employee premium contribution shall be no greater than 9.5% of the per-FTE cost of providing health benefits under the plan adopted by the County each fiscal year. In any event, during the terms of this Agreement, the employee health insurance monthly premium contribution will not exceed \$190.00.

- D. Throughout the duration of the contract, DCSEA will have two (2) employee representatives on the County Employee Benefit Advisory Committee.
- E. Other insurance is to include the following:
  - (1) Employee Life Insurance
  - (2) Dependent Life Insurance
  - (3) Long-term Disability Insurance
  - (4) Workers' Compensation Insurance
  - (5) Unemployment Insurance
  - (6) Retirement Health Insurance
  - (7) PORAC coverage for all DCSEA members

Other insurance benefits will be provided to DCSEA members under the same conditions and/or restrictions as provided to all other County employees. If coverage is adjusted and/or modified for all other County employees, the same will apply to DCSEA members.

F. IRS 125 Plan

In addition to health insurance and other insurance, the County will make available to DCSEA members a qualified IRS 125 Plan.

G. Eligibility

Regular full-time and regular part-time DCSEA employees will be eligible for insurance benefits in accordance with this contract. Regular part-time employees (half-time or more) will be eligible for benefits if they choose to pay pro-rated premium contributions based on their percentage of hours worked.

H. Married couples who both work for the County

Coverage will not be duplicated. One spouse or the other will be covered as the primary recipient.

I. In the event of death of an employee while on-duty or from an on-duty incident, Deschutes County shall, as soon as possible, issue a check in the amount of \$10,000.00 to the employee's immediate family or designee. This payment shall not be in lieu of any other benefit.

33. UNIFORMS AND EQUIPMENT

- A. If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform shall be provided, maintained and cleaned in accordance with procedures prescribed by the Sheriff. Uniforms and equipment required by the County shall be furnished by the County. Expenses incurred in the cleaning or repair of such uniforms and equipment shall be borne by the County.
- B. The Sheriff shall determine the specifications for any and all Equipment issued to, and/or authorized, for use in the course of employment with the Sheriff's Office.
- C. Employees are responsible for the care and maintenance of all equipment issued to them and shall return all issued items in a serviceable condition upon separation of employment.
- D. Any employee assigned to detective work shall be allowed a plainclothes allowance of \$500.00 per fiscal year. The allowance will be paid on the July payroll plus all statutory benefits such as

PERS, social security, Worker's Compensation, etc. Employees assigned after August 1<sup>st</sup> shall receive a pro-rated payment. Employees voluntarily leaving the assignment prior to the end of the fiscal year shall have a pro-rated amount deducted from their next paycheck. Employees transferred out of the assignment involuntarily, at the expiration of their normal rotation period, or as a result of being promoted, shall not be required to repay the unused portion of their allowance.

#### 34. FIREARMS AND FIREARMS TRAINING

- A. The Sheriff's Office will issue required firearms to all sworn deputies.
- B. The Sheriff's Office will furnish, on an annual rotation basis, all ammunition carried by employees utilizing a Sheriff's Office issued firearm.
- C. Use of Force and Firearms training shall be at the direction of the Sheriff or their designee, and it shall include at a minimum an annual qualification with Office issued duty ammunition.
- D. Upon retirement (with a minimum service of 10 years of County service), an employee shall have the right to retain their sidearm at a cost that is agreed upon by the employee and the Sheriff or a designee.
- E. When mandatory training is conducted at the Millican Range, outside of an employee's regularly scheduled shift, employees shall be paid an additional hour of wages at their overtime rate of pay.

#### 35. GRIEVANCE PROCEDURE

- A. A grievance for the purpose of this Agreement is defined as a dispute regarding the alleged violation of this Agreement.
- B. A day is defined as a calendar day.
- C. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any employee claiming a breach of any specific provision of this Agreement may refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fourteen (14) days from the occurrence thereof, or the employee's knowledge of the facts thereof. The grievance

shall, at minimum, specify the article and section of the contract alleged to have been violated and the requested remedy. The employee shall provide a copy of the written grievance to the Association. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fourteen (14) working days after the grievance is filed.

Step II: If, after fourteen (14) days from the date of the filing of the grievance with the supervisor, the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the Sheriff, along with a written statement as to why the supervisor's Step I response does not adequately resolve the grievance. The Sheriff shall meet with the aggrieved party, who may request an Association representative at the meeting. The meeting between the Sheriff and the aggrieved party shall be within fourteen (14) days of the Sheriff's receipt of the written grievance. The Sheriff shall respond to the grievance in writing within fourteen (14) days of such meeting. Neither party's Step II written statements or responses shall be introduced into evidence in a subsequent arbitration hearing on the grievance for the purpose of limiting any legal theory which either party may introduce under the facts.

Step III: If the Grievance is not resolved within twenty (20) days from the submission of the grievance to the Sheriff, the Association will have fourteen (14) days to serve notice, in writing, to the Sheriff of its intent to submit the grievance to final and binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fourteen (14) days of submitting the grievance to arbitration, the arbitrator shall be chosen in the following manner:

- a. Either party may request a list of five (5) names of arbitrators from the Oregon State Conciliation Service. Within five (5) days of the receipt of the list, the parties shall alternately strike names from the list until one name remains, and the remaining person on the list after the strikes have been completed shall serve as the arbitrator. The party striking the first name shall be determined by a coin flip.
- b. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set

forth findings of fact, reasoning, and conclusions of the issues submitted. The powers of the arbitrator shall be limited to determining if the Agreement has been violated; he/she shall have no authority to alter, modify, vacate or amend any of the terms of the Agreement.

- c. The cost of the arbitrator and court reporter (if the court reporter is requested by both parties) shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such a waiver shall constitute abandonment of the grievance. Failure by the County to submit a reply after knowledge of the grievance by the party responsible for the reply within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association.
- d. Each party shall be responsible for compensating its own representative and witnesses at any step of this procedure.
- e. A grievant exercising their rights to pursue a grievance through this procedure may do so without discrimination and without loss of pay if meetings or conferences as called for herein occur during the employee's regularly assigned duty time.
- f. To the extent allowable by law, all information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.
- g. If the parties agree in writing, Steps I, and II, may be waived.

### 36. DISCIPLINE AND DISCHARGE

A. Disciplinary actions include the following:

- (1) Oral reprimand
- (2) Written reprimand

- (3) Suspension
  - (4) Demotion
  - (5) Discharge
- B. Discipline may be imposed only for just cause. Conduct reflecting discredit upon the Sheriff's Office, or which is a hindrance to the effective performance of County functions, shall be considered reason for disciplinary action. Such reason may include, but not be limited to, misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false information, or the withholding of information, and violation of Agency rules. Disciplinary action need not be progressive but shall be appropriate for the nature of the offense committed. Oral reprimands imposed upon an employee shall not be subject to the grievance procedures of this Agreement. If there is reason to discipline an employee, the person imposing the discipline shall make reasonable efforts to do so in a manner that will not embarrass or humiliate the employee before other employees or the public.
- C. New hire probationary employees shall serve at the discretion of the Sheriff.
- D. If the Sheriff determines that there is just cause for discharge of a regular employee, the employee shall be suspended with pay for a minimum of five (5) calendar days, and the Sheriff shall deliver to the employee a written notice of such suspension and pending dismissal. Such notice shall specify the principal reason for the action. Unless otherwise resolved the dismissal shall become effective at the end of the period of suspension. Upon receipt of such written notice, the employee shall be given an opportunity to meet with the Sheriff and respond to the suspension and pending dismissal. Any discharge shall not be effective until an opportunity for such a meeting has been given the employee.
- E. An Association representative shall be allowed to be present, at an employee's request, at any meeting between the employee and any investigating officer, or superior officer, in which the employee reasonably believes that discipline may result from the meeting and/or investigation.
- F. An Association representative shall be allowed to be present at an employee's request at a meeting of a review board where the employee has received written charges brought by the Sheriff or others in which the employee is required to appear.

- G. No bargaining unit member shall be placed in a position of imposing written disciplinary action against another bargaining unit employee. This provision shall not apply to those bargaining unit members acting in the capacity of a Sergeant.
- H. The employee is entitled to a complete copy of the investigative report prior to any pre-disciplinary hearing.

### 37. PROBATIONARY PERIOD

- A. Every new employee shall serve a probationary period of eighteen (18) consecutive months. Once the employee has successfully completed the probationary period, and received a satisfactory evaluation, he/she shall be considered a regular employee and granted seniority retroactive to the date of hire.
- B. Probationary employees may be discharged at the discretion of the Sheriff during the probationary period.
- D. Employees who change classifications shall serve a probationary period of twelve (12) months. The Sheriff may return an employee on probationary status to their former position, provided the employee held regular status in the former position and the employee's former position is available. In the absence of the availability of the former position, the Sheriff may lay off an employee on probationary status. If the employee is still qualified to fulfill the requirements for their former position, the Sheriff will make available to the employee the next open position in the employee's former classification.

### 38. DRUG AND ALCOHOL POLICY

The Deschutes County Sheriff's Office drug and alcohol policy is applicable to all employees of the agency. Any policy will have the approval of Sheriff's management and Association before becoming effective.

### 39. GRIEVANCE COMMITTEE

- A. The Sheriff shall meet at mutually convenient times with the Association Grievance Committee, if such a committee exists. The Grievance Committee meetings with the Sheriff shall be held, if practicable, at times not to interfere with the Committee members' regular work period. The Association Grievance Committee shall consist of two members selected by the Association.

- B. The purpose of the Grievance Committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Sheriff other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

#### 40. ASSOCIATION REPRESENTATIVE

Employees selected by the Association to act as Association Representatives shall be known as Association Representatives. The names of the employees selected as Association Representatives and the names of local Association Representatives who may represent employees shall be certified in writing to the Sheriff by the Association. Duties required by the Association Representatives, excepting attendance at meetings with the Sheriff, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with their or other employees' regular work assignment as employees of the County. Contacts between Association Representatives and employees, except for the aforementioned meetings, shall be made outside working hours.

#### 41. PERSONNEL FILE

All of an employee's personnel files will be available for the employee's inspection during normal working hours. Should an employee desire a copy of any items in the files, such a copy shall be provided to the employee provided the employee signs a receipt for the copy. The employee has the right to respond in writing to any item placed in the files. The County will maintain the confidentiality of the files as per State law and will not release any information in the files to other than those authorized within the Sheriff's Office without the consent of the affected employee except where such release is compelled by either an order of a court or by State law.

#### 42. RULES

The parties jointly recognize that as elected officials, the County Commissioners and the Sheriff of Deschutes County are directly responsible to the citizens of the County and the public generally for the performance of the functions and services performed by the County, and the Sheriff's Office, in particular. These responsibilities cannot be delegated, nor be the subject of a collective bargaining agreement. For this reason, it is jointly recognized that the County Commissioners and the Sheriff must retain a broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or



future. It is agreed, however, that no work rules will be promulgated or implemented which are inconsistent with a specific provision of this Agreement, provided, that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing, will be furnished to the Association.

#### 43. FUNDING

- A. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established procedures, and in certain circumstances by vote of the citizens of Deschutes County. The level of employment within the bargaining unit is, therefore, contingent upon sources of revenue, and, where applicable, annual voter budget approval.
- B. The County has no intention of reducing the level of employment within the bargaining unit because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.
- C. In the event of budgetary limitations as determined by the County, the County shall have the right to reduce the level of employment within the bargaining unit in accordance with the layoff provisions of this Agreement. At the option of the County, the Sheriff may present an option to such a layoff to the Association, which option may include a reduction in wages or benefits currently being received by members of the bargaining unit. The Association, upon receipt of such option from the Sheriff, shall conduct a vote among its members as to whether to accept or reject the Sheriff's proposed option to a layoff. If the Association members accept the option proposed by the Sheriff, then the option shall be implemented by the County in lieu of a layoff. If the Association rejects the option proposed by the Sheriff, then the Sheriff has no authority to cut the level of wages or benefits provided by this Agreement.
- D. The County agrees to include in its annual budget request an amount sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to the passage of such budget requests or voter approval thereof.

#### 44. TRANSFERS

Employees shall be eligible to apply for any job openings in the Sheriff's Office for which they meet the minimum entry requirements for the job. The Sheriff shall consider such applications on the same basis as applications from non-Sheriff's Office employees.

45. SAVINGS CLAUSE

Should any section, paragraph or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific section, paragraph or portion thereof directly specified in the decision and shall not affect any of the other provisions of this agreement which shall remain in full force and effect. Upon the issuance of any such decision, the parties agree immediately to enter into negotiations for a substitute, if possible, for the invalidated section, paragraph or portion thereof.

46. COMPLETE AGREEMENT

This document is the complete agreement between the parties. By acceptance of this Agreement, the parties agree that the statements contained herein are each party's agreements and representations and that this Agreement embodies all agreements existing between the parties. It is further agreed that any issue not covered by the written Agreement is not a subject of the Agreement, regardless of whether such a subject was a proposal or demand of either party. The Sheriff's Office agrees to bargain those changes which constitute or impact mandatory subjects of bargaining pursuant to ORS. Chapter 243.

47. DURATION

- A. This Agreement shall be effective beginning July 1, 2025, and shall remain in full force and effect through June 30, 2026, when it expires at Midnight on that date. The Agreement will be reopened for bargaining a successor agreement on March 1, 2026, and bargaining for a successor agreement will commence no earlier than that date at dates and times that are mutually acceptable to the parties.
- B. This Agreement will remain in full force and effect during all periods of negotiations.

SIGNATURE PAGE

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025, for the  
Deschutes County Board of Commissioners.

**FOR THE COUNTY**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Anthoney DeBone, Chair

\_\_\_\_\_  
Daniel Graham, President

\_\_\_\_\_  
Patti Adair, Vice Chair

\_\_\_\_\_  
Rob Lindsey, Vice resident

\_\_\_\_\_  
Phil Chang, Commissioner

\_\_\_\_\_  
Deanna Tucker, Secretary

\_\_\_\_\_  
Nick Lelack, County  
Administrator

\_\_\_\_\_  
Scott Edwards, Representative

\_\_\_\_\_  
Ty Rupert, Deschutes  
County Sheriff

\_\_\_\_\_  
Matt Palmer, Representative

ATTEST:

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

## Appendix A

Effective July 1, 2025, employees in the Corrections Nurse classification will receive a base wage increase of seventeen percent (17%).

Effective July 1, 2025, employees in the Records Specialist and Evidence Technicians classifications will receive a base wage increase of five percent (5%).

Effective July 1, 2025, wages for employees in the Mechanic classification will be adjusted as follows:

Classification Title	Code	FLSA	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MECHANIC, SHERIFF'S OFFICE	2036	N	S051	28.04144	29.5173	31.0646	32.6571	34.4033	36.2162	38.1181

APPENDIX B

SUBJECT: TIME MANAGEMENT – DCSEA-REPRESENTED SERGEANTS

I. PURPOSE

It is the purpose of the DCSEA-represented Sergeants Time Management Program to provide Sergeants with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding Sergeants for faithful attendance and productivity.

II. SCOPE

This program covers all DCSEA-represented Sergeants (“Sergeants”). Time Management Leave shall accrue in lieu of the following:

- Sick leave (non-occupational illness or injury leave)
- Vacation leave
- Family emergency
- Compensatory time
- Paid sick time as defined by the Oregon Paid Sick Time Law (“OPST”) (Time Management Leave offered to full and part-time regular Sergeants a represents substantially equivalent paid sick time benefits in compliance with OPST as defined by ORS 653.601 through 653.661. Rules for Sergeant accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-12 - Family and Medical Leave Policy.)

III. LEAVE WITH-PAY PROVISIONS

1. **Sergeants.** Full-time DCSEA-represented Sergeants will earn leave in accordance with the following schedule:

Months of Service	Hours of Leave Per Year	Leave Accumulation
0-48 months	216 hours	18 hours/month
49 - 108 months	240 hours	20 hours/month
109 - 168 months	264 hours	22 hours/month
169 - 228 months	288 hours	24 hours/month
229+months	312 hours	26 hours/month

2. For regular part-time Sergeants, leave accrual shall be pro-rated by comparing the number of work hours designated for the Sergeant with the designated number of hours for a full-time position. Sergeants working less than half-time shall not accrue leave.
3. Sergeants may accumulate earned leave to a maximum of twice their annual time management leave accumulation. On March 31 of each year, any Sergeant credited with

accrued and unused leave greater than twice their annual leave accumulation shall have the amount above the maximum accumulation transferred to their sick leave bank. If the Sergeant does not have a sick leave bank, a sick leave bank will be established for the Sergeant. Any adjustment to the Sergeant's leave bank based upon their exceeding the maximum accumulation will be made in April of each year. A Sergeant who has reached or exceeded the maximum allowable earned leave may continue to accumulate leave for the balance of the following year (from April to March). However, the Sergeant must use sufficient leave to reduce his/her accumulated leave to the maximum allowed prior to the following March 31. The excess will be transferred to their sick leave bank.

4. Upon termination of employment, all the Sergeant's accumulated and unused time management leave shall be paid to them at the Sergeant's rate of pay in effect at the time of termination. Upon termination of employment, sick leave banks will not be paid out.
5. Upon the death of a Sergeant, all their accrued and unused time management leave shall be paid in accordance with state law at their current rate of pay in effect at the time of death.
6. During the first five years of employment, Sergeants shall be required to use a minimum of one week of time management leave per year. Thereafter, Sergeants shall be required to take a minimum of two weeks of time management leave per year.
7. After one year of continuous full-time employment Sergeants may elect to sell back and receive payment for up to eight (80) hours of accrued time management leave. To be eligible to sell back time management leave, Sergeants must have accrued a minimum balance of 12 months' accrual of earned time management leave and must have used the minimum amount of time management leave specified in Paragraph 6 above at the time of their election.

For the year 2025, time management leave sell back will proceed in accordance with existing practice. The Sheriff will notify DCSEA of the funds available for eligible sergeants to sell back accrued time management leave by October 27. Eligible employees will have one week from such notification to request to sell back to the County up to eighty (80) hours of time management leave. The County will buy back such hours at the request of eligible employees at their then current rate of pay, subject to funds being available for that purpose. The hours sold back to the County by eligible employees will be included in their November paycheck.

For the year 2026 and thereafter, time management leave sell back will proceed as described herein. Each year the Sheriff will notify DCSEA of the funds available for Sergeants to sell back time management leave by the last Monday of October. By the last business day of the November following such notification, Sergeants may elect to sell back to the County up to eighty (80) hours of accrued time management leave, which will be earned in the following calendar year, at their base rate of pay. Elections to sell back accrued time management leave are irrevocable once completed; they cannot be reversed.

Sergeants who have irrevocably elected to sell back accrued time management leave as described herein will receive payment for the cash value of the amount of such leave they elected to sell back on the payday for the November pay period during the following year. If during the November pay period of the year following a Sergeant's election to sell back time management leave they do not have sufficient accrued leave to cover the number of hours they have elected to sell back, the uncovered hours will be automatically converted

and sold back to them in December, which may cause their leave balance to drop below the required minimum stated herein.

By example, for time management leave sell back in 2026, the Sheriff will provide notice to DCSEA of the funds available by October 27, 2025. Sergeants who wish to sell back time management leave must irrevocably elect to do so by November 28, 2025. Sergeants who make such an election will receive payment for the cash value of the amount of such leave they elected to sell back in their paycheck for November of 2026.

8. During their last three years of employment prior to retirement, Sergeants may make an irrevocable election to sell up to 200 hours of accrued leave. Except as expressly stated herein, a Sergeant's election to sell back time management leave pursuant to this paragraph shall be subject to the same rules, procedures, and limitations outlined above in Paragraph 7. Extensions of a Sergeant's scheduled retirement date notwithstanding, no Sergeant will be entitled to this option for more than three years. An irrevocable election to sell back time management leave pursuant to this paragraph will occur in November of each calendar year. Sergeants will receive payment for the amount of leave they irrevocably elected to sell back in the prior year on the pay day for the first pay period in November of the following year. If the Sergeant does not have sufficient leave to cover their election in November, the remaining hours will be automatically converted and paid out in December.

#### IV. PRIOR SICK LEAVE ACCUMULATION

A Sergeant's existing sick leave accrual at the time of entering the Time Management Program will be preserved in a separate sick leave bank account. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. No compensation for accrued sick leave bank shall be provided to any Sergeant for any reason, except that one-half of the Sergeant's accrued sick leave bank shall be paid to the Sergeant or their beneficiary upon death or permanent total disability.
- B. Sergeants will be allowed to convert up to 100 hours of existing sick leave to time management leave on a two-for-one basis. (100 hours of sick leave will be converted to 50 hours of time management leave).
- C. Sergeants with an existing sick leave bank as of the date the current collective bargaining agreement is signed shall have those hours moved to a "sick leave vault." One-half of the Sergeant's sick leave vault balance will be paid to the Sergeant upon termination of employment or upon death of the Sergeant (in accordance with state law). No additional hours will be transferred to the sick leave vault.
- D. Use of Accrued Leave Due to Illness or Injury. Unless otherwise required by law, the sick leave bank and sick leave vault may only be used by the Sergeant after the Sergeant has been absent from work for the equivalent of three entire workdays due to the same illness or injury. Time off during the first three (3) days will be deducted from the Sergeant's accrued and unused time management leave or, if the Sergeant does not have sufficient time management leave, will be deducted from accrued compensatory time or any other paid leave time or be identified as leave without pay.

- E. Sergeants covered by the provisions of this program shall not be eligible for separate vacation or sick leave benefits.
- F. Definitions:
1. “Sick Leave Bank” is leave available for use when a Sergeant is sick and absent from work for the equivalent of three (3) entire workdays due to an illness or injury. Time Management Leave accrued above the annual maximum and not sold back is transferred to the sick leave bank. Sick leave bank is not paid out except as otherwise provided in subsection A of this Section IV.
  2. “Sick Leave Vault” is leave available for use only when a Sergeant is sick and absent from work for the equivalent of three (3) entire workdays due to an illness or injury. One-half of the sick leave vault hours will be paid to the Sergeant upon termination of employment.





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 8, 2025

**SUBJECT:** Public Hearing and consideration of Order 2025-044 approving the annexation of 54 acres on NW Oak Avenue into the Redmond Fire & Rescue District

**RECOMMENDED MOTION:**

Hold a public hearing and thereafter move approval of Order No. 2025-044 approving the annexation of 54 acres on NW Oak Avenue into the Redmond Fire & Rescue District.

**BACKGROUND AND POLICY IMPLICATIONS:**

Daniel Weaver submitted a petition to annex property into Redmond Fire & Rescue District. The Assessor's Office and County Clerk certified the petition, Community Development reviewed the petition, and the District approved the petition.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Dave Doyle, Legal Counsel

REVIEWED  
  
 LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Daniel Weaver annexation  
 into Redmond Fire & Rescue District

ORDER NO. 2025-044

WHEREAS, chief petitioner Daniel Weaver (“Petitioner”) submitted a petition requesting annexation of the property identified in Exhibit A in the petition attached to this Order, into Redmond Fire & Rescue (“District”); and

WHEREAS, the Deschutes County Assessor’s Office and County Clerk verified that the petition was signed by landowner(s) or elector(s) of the property as applicable and as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, the Community Development Department reviewed this petition to ensure it is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan, as indicated in Exhibit C in the petition attached to this Order; and

WHEREAS the Oregon Department of Revenue reviewed the petition map and legal description and issued preliminary approval, as indicated in Exhibit A, and

WHEREAS, the Board held a duly noticed public hearing on October 8, 2025, to determine whether the affected area would benefit by annexation of said territory into the District; now, therefore

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

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

\_\_\_\_\_  
PHIL CHANG, Commissioner

## EXHIBIT A

**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-07**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Daniel Weaver, Tim Miller, and Joshua Marks requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 16<sup>th</sup> day of July, 2025.

  
Jessica Meyer, Board President

ATTEST:

  
Diane Cox, District Recorder

Resolution No. 2025-07 - Exhibit A  
EXHIBIT A

PETITION TO ANNEX PROPERTY INTO

Redmond Fire + Rescue  
(Name of District)

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

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

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 6-10-2025 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Redmond Fire + Rescue (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Redmond Fire + Rescue (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
4. The principal act for Redmond Fire + Rescue (name of district) is ORS \_\_\_\_\_  
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the 6-10 day of, 2025
6. The property street address(es) of land for annexation (if known) is/are 9470, 9540 9730, 9810 NW Oak Ave. Redmond and the total acreage is 54. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 10 day of June, 2025 by Daniel R Weaver, Chief Petitioner(s).

Signature

Address, City, State, ZIP

9470 NW Oak Ave. Redmond  
OR 97756

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved by the Board of

(if applicable) Approved by City of

Name of District

District Signature

By:

(Print Name)

Title:

City Signature

By:

(Print Name)

Title:

NAME OF DISTRICT: Redmond Fire & Rescue ☐ Withdrawal ☒ Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Daniel R Weaver</u> [Redacted Signature] Signature	<u>6-10-2025</u> Date	<u>9470 NW Oak Ave Redmond</u> PROPERTY ADDRESS <u>OR 97756</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>12</u> Registered Voter Yes <u>X</u> No _____ Pre _____
2	<u>Tim Miller</u> [Redacted Signature] Signature	<u>6-5-2025</u> Date	<u>9540 NW Oak Ave Redmond</u> PROPERTY ADDRESS <u>OR 97756</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>11.5</u> Registered Voter Yes <u>X</u> No _____ Pre _____
3	<u>Joshua R. Marks</u> [Redacted Signature] Signature	<u>6-17-25</u> Date	<u>9730, 9810 NW Oak Ave</u> PROPERTY ADDRESS <u>Redmond OR 97756</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>30</u> Registered Voter Yes _____ No _____ Pre _____
4	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

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

County of \_\_\_\_\_ State of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ My Commission Expires: \_\_\_\_\_  
SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public for Oregon  
Signature \_\_\_\_\_ (affix notary stamp)

EXHIBIT A



## EXHIBIT A

SEL 704

rev 01/18  
ORS 198.775

## Security Deposit

## Special District Formation or Reorganization

☐ Formation☒ Annexation☐ Withdrawal☐ Dissolution

## District and Precinct Information

Name of District

Redmond Fire + Rescue

Number of Precincts in District

Amount of Deposit per Precinct

Total Deposit (max of \$10,000)

## Chief Petitioners

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

Redmond Fire + Rescue

district exceeds the

deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print

Daniel R Weaver

Residence

9470 NW Oak Ave

Mailing Address if different

City

Redmond

State

OR

Zip Code

97756

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

\$100

Kind of Contribution\*

☐ Cash☐ Bond☒ Other Security Deposit

check

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution\*

☐ Cash☐ Bond☐ Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution\*

☐ Cash☐ Bond☐ Other Security Deposit

Continued on the reverse side of this form

## EXHIBIT A

**Precision Land Surveying, Inc.**

Professional Land Surveyors

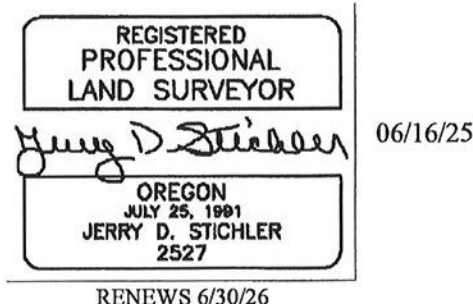
EXHIBIT 'A' – PAGE 1 OF 1

**PROPOSED ANNEXATION AREA - REDMOND FIRE AND RESCUE DISTRICT**  
 LOCATED IN THE S1/2 OF THE SW1/4 OF SECTION 3,  
 T15S, R12E, W.M., DESCHUTES COUNTY, OREGON

A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER (S1/2 SW1/4) OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN IN DESCHUTES COUNTY, OREGON, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 3, T15S, R12E, W.M., SAID POINT OF BEGINNING BEING LOCATED ON THE WEST BOUNDARY LINE OF PARCEL 1 OF PARTITION PLAT NO. 2019-01, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON; THENCE N00°48'04"W – 1325.29 FEET ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 1 TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S89°39'35"E – 499.20 FEET ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL 1 TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE S89°39'35"E – 492.27 FEET ALONG THE NORTH BOUNDARY LINE OF PARCEL 2 OF SAID PARTITION PLAT NO. 2019-01 TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE S89°39'35"E – 501.10 FEET ALONG THE NORTH BOUNDARY LINE OF PARCEL 2 OF PARTITION PLAT NO. 2017-14, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE S89°39'35"E – 523.55 FEET ALONG THE NORTH BOUNDARY LINE OF PARCEL 1 OF PARTITION PLAT NO. 2019-10, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE S00°48'04"E – 997.97 FEET ALONG THE EAST BOUNDARY LINE OF SAID PARCEL 1 TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE N89°47'47"W – 523.53 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL 1 TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE N89°47'47"W – 501.18 FEET ALONG THE SOUTH BOUNDARY LINE OF PARCEL 2 OF SAID PARTITION PLAT NO. 2017-14 TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE S00°07'31"W – 325.72 FEET ALONG THE EAST BOUNDARY LINE OF PARCEL 2 OF SAID PARTITION PLAT NO. 2019-01 TO THE SOUTH LINE OF SAID SECTION 3; THENCE N89°36'24"W – 495.38 FEET ALONG THE SOUTH LINE OF SAID SECTION 3 TO THE WEST BOUNDARY LINE OF SAID PARCEL 2; THENCE N89°36'24"W – 490.74 FEET ALONG THE SOUTH LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

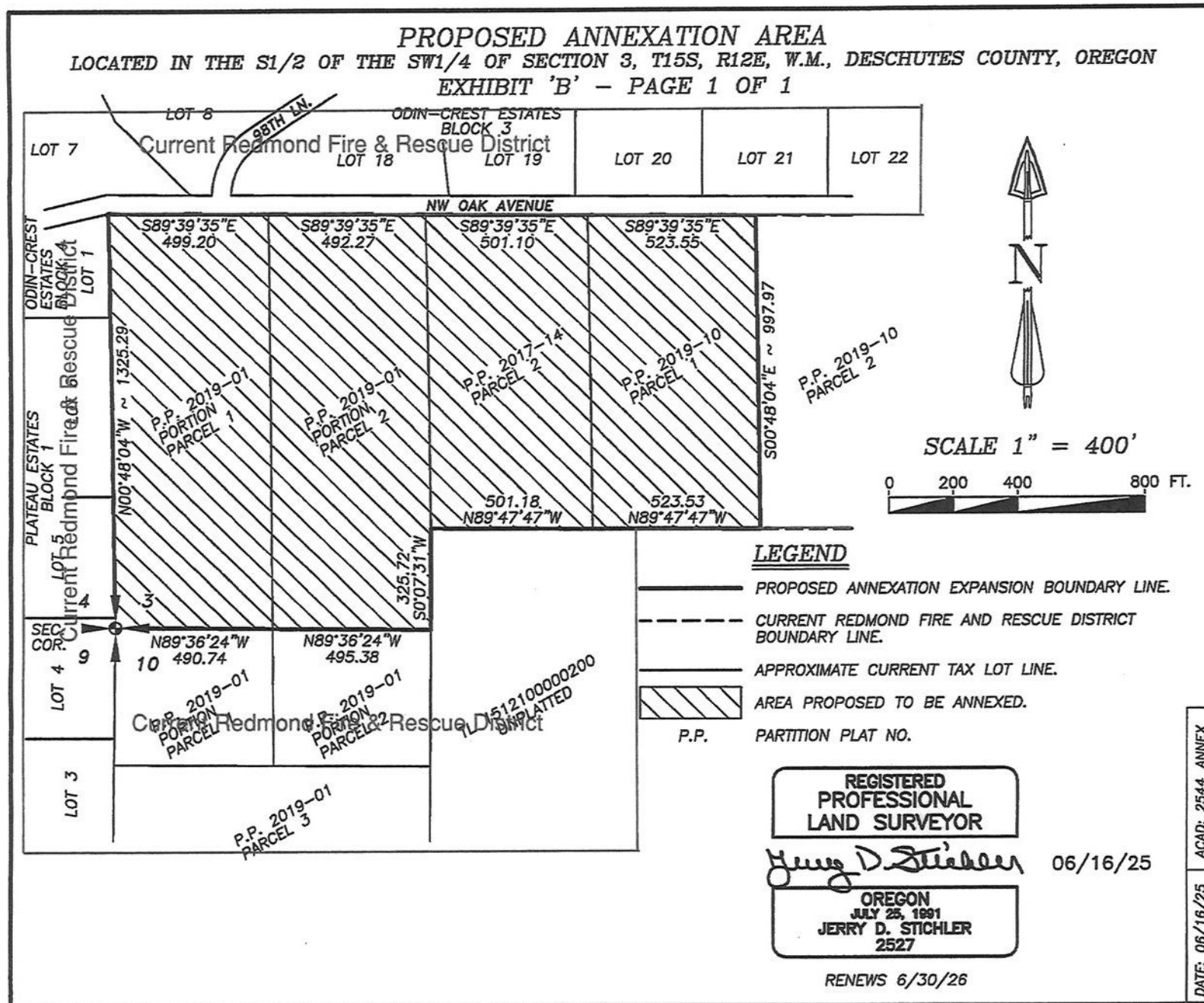
TRACT OF LAND CONTAINS 53.648 ACRES SUBJECT TO ALL OTHER EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.



PO Box 2062  
 Redmond, Oregon 97756

(541) 548-6092  
 plsveying@gmail.com





PRECISION LAND SURVEYING, INC.  
 P.O. BOX 2082  
 REDMOND, OREGON 97766  
 (541) 548-8082  
 plsurveying@gmail.com

EXHIBIT 'B' - PAGE 1 OF 1  
 PROPOSED ANNEXATION AREA - REDMOND FIRE AND RESCUE DISTRICT  
 LOCATED IN THE S1/2 OF THE SW1/4 OF SECTION 3, T15S, R12E, W.M.,  
 DESCHUTES COUNTY, OREGON

EXHIBIT A

EXHIBIT A

**Boundary Change Preliminary Review**

**DOR 9-P134-2025**



Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Jessica Jackson  
Confidential Administrative Specialist  
341 NW Dogwood Ave  
Redmond OR 97756

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August 13, 2025

Documents received: 8/11/2025  
From: Jessica Jackson

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue District (Resolution No 2025-07) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032



EXHIBIT B  
**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**  
1300 NW Wall Street, Suite 204 | Bend, Oregon 97703  
**Office:** (541) 388-6508 | **Fax:** (541) 382-1692  
**Website:** <https://www.deschutes.org/assessor>  
**Property Info:** <https://dial.deschutes.org/>

September 16, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** (Marks, Miller & Weaver)

Map/Taxlot # 151203C001500,1503,1501 & 1502

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

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**  
**Deschutes County Assessor's Office, Cartography Dept.**  
1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708  
Tel: (541) 617-4703 | Fax: (541) 382-1692

## EXHIBIT B



County Clerk

**Petition for Annexation to  
Redmond Fire & Rescue  
9470, 9540, 9730 & 9810 NW Oak Ave, Redmond  
Taxlots 151203C001500,1501,1502 & 1503**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **One (1) signer** is verified as a valid registered voter within the proposed annexation area.
- **Two (2) signers** are not registered voters within the proposed annexation area.
- Additionally, there are **two (2) more registered voters** within the proposed area who are not signatories on this petition.

**Dated this 24<sup>th</sup> day of September, 2025.**

Steve Dennison  
Deschutes County Clerk

## EXHIBIT C



## COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** September 17, 2025

**SUBJECT:** Land Use Compatibility, 9470, 9540, 9730, and 9810 NW Oak Ave. Redmond.  
Redmond Fire & Rescue District Annexation

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The materials contained in the petition propose to annex lands to the Redmond Fire & Rescue District.

This annexation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address this annexation<sup>1</sup>.

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 8, 2025

**SUBJECT:** Bend Fire and Rescue Proposed Contract with Alfalfa Fire District

**RECOMMENDED MOTION:**

Move to authorize Bend Fire & Rescue to enter into a contract with Alfalfa Fire District for the provision of Basic Life Support emergency transport services within the boundaries of Alfalfa Fire District's fire protection area.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County's Ambulance Service Area (ASA) franchised Emergency Medical Services (EMS) providers prioritize dispatching the closest available EMS unit to reduce response times and improve patient outcomes. Bend Fire & Rescue has identified that utilizing Alfalfa Fire District for emergency calls originating in eastern Deschutes County will enhance response efficiency and preserve centrally located EMS resources for higher-volume areas.

Under the proposed agreement, Alfalfa Fire District will provide Basic Life Support (BLS) services and transport exclusively within their fire district, which falls within Bend Fire & Rescue's ASA. All operational details and service boundaries are clearly outlined in the Intergovernmental Agreement (IGA) between the two agencies.

Per Deschutes County Code 8.30.070, franchised providers may subcontract emergency ambulance services with Board approval. The code requires:

**8.30.070. Sub-contracting of Services by Franchisees.**

A. A franchisee wishing to contract with another ambulance service provider to provide emergency ambulance services within the boundaries of its ASA must first obtain approval from the Board to do so. Before such approval will be provided by the Board:

1. Contracts assigning the provision of emergency ambulance services from a franchisee to a subcontracted ambulance service provider shall be in writing. The franchisee will provide the proposed contract with a proposed subcontracted ambulance service provider and any supporting materials to the Board for its review and approval, and
2. The proposed subcontracted ambulance service provider must be vetted and

approved by the Board to provide emergency ambulance services using the application process outlined in DCC 8.30.050 - Franchise-Application.

Key benefits of the contract:

- **Faster Response Times:** Alfalfa Fire District's proximity to eastern Deschutes County allows for quicker EMS response to emergencies in their area.
- **Preservation of Central Resources:** Bend Fire units can remain available for higher-volume areas by reducing long-distance responses.
- **Improved Patient Outcomes:** Timely BLS transport can positively impact health outcomes in rural areas.
- **Efficient Use of Local Resources:** Alfalfa Fire District is already equipped and trained to provide BLS services within their jurisdiction.
- **Strengthened Interagency Collaboration:** Formalizing this partnership supports regional EMS coordination and resource sharing.
- **No Budget Impact:** The contract does not require additional funding or budget adjustments.

Bend Fire & Rescue will present the proposed contract and highlight its benefits, including improved response times and enhanced service coverage for residents in eastern Deschutes County.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Tom Kuhn, Project Manager, Health Services  
Drew Norris, Deputy Chief EMS, Bend Fire & Rescue  
Chad Lavallee, Fire Chief, Alfalfa Fire District

**INTERGOVERNMENTAL AGREEMENT  
FOR BASIC LIFE SUPPORT AMBULANCE SERVICES BETWEEN THE CITY OF BEND AND  
ALFALFA FIRE & RESCUE**

This Intergovernmental Agreement ("Agreement") is entered into between the City of Bend, an Oregon municipal corporation ("City"), and Alfalfa Fire & Rescue an Oregon governmental special district organized under ORS 478 ("Fire District" or "District"), both referred to herein individually as "Party" or collectively as "Parties." The Agreement is effective as of the date it is fully executed by the Parties ("Effective Date").

**RECITALS**

WHEREAS, both Bend Fire & Rescue, which serves as the Fire & Rescue Department on behalf of the City, and Alfalfa Fire & Rescue, as public safety organizations, can leverage the unique benefits of both organizations to provide effective and efficient services to the citizens of the community; and

WHEREAS, as per ORS 682 the Bend Fire & Rescue is responsible for the Ambulance Service Area ("ASA") franchise for the Alfalfa Fire District and immediate surrounding area; and

WHEREAS, that ASA franchise for the Fire District continues through the next renewal period on July 1, 2028; and

WHEREAS, as per Deschutes County ASA Ordinance sections 8.30.070 and 8.30.090, the City of Bend, by and through Bend Fire & Rescue, may subcontract emergency and/or non-emergency transports with another ambulance service provider and subcontract for emergency or non-emergency interfacility transports with another agency upon authorization by the County Board of Commissioners; and

WHEREAS, Alfalfa Fire & Rescue is a state licensed ambulance provider at the basic life support ("BLS") level, has multiple units, staffing flexibility, and can provide mutual aid; and

WHEREAS, Alfalfa Fire & Rescue has the ability to provide non-emergency BLS intrafacility and interfacility transport service meeting all the requirements of the County's ASA plan, however, needs to have reasonable assurances private resources allocated for this purpose will be utilized in a consistent and sufficient manner to be commercially viable.

**THEREFORE:**

Alfalfa Fire & Rescue is authorized, and agrees, to provide both non-emergency and emergency BLS ambulance service to its Fire District within its assigned boundaries as well as authorized auto and mutual aid requests from Bend Fire & Rescue.

Alfalfa Fire & Rescue retains cost recovery rights for services performed within its Fire District boundaries, including billing insurance providers, Medicaid/Medicare, Veterans Affairs, and individual patients, as per its business practices, as well as for any mutual or automatic aid.



## AGREEMENT

1. **Effective Date/Duration.** This Agreement is effective when signed by all Parties and shall remain in effect through [DATE] unless renewed. This Agreement shall be renewable every two years per County ASA Ordinance 8.30.90(c) with requires 45 days' notice to the County Board of Commissioners.
2. **Obligations of Alfalfa Fire & Rescue.**
  - a. Alfalfa Fire & Rescue shall comply with the terms of this Agreement and meet all standards within the current ASA plan, and the applicable terms of ORS Chapter 682, any rules and regulations issued pursuant to ORS Chapter 682, including but not limited to OAR 333-260- 0000 to 333-260-0070, and any other applicable state, federal or local laws, rules or regulations. Bend Fire & Rescue, on behalf of the City, reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and nonemergency ambulance services, provided that any rules shall not be inconsistent with the provisions of applicable County or State regulations mentioned in this subsection.
  - b. Alfalfa Fire & Rescue agrees to be staffed and available-in-service with at least one BLS ambulance during the operational times of the medical facilities that are within the County, which are currently 08:00 hours to 18:00 hours, Monday through Friday. Weekends will be staffed with available personnel and may require mutual aid response from Bend Fire & Rescue if staffing levels are not adequate for service.
  - c. Alfalfa Fire & Rescue may utilize its resources for other non-emergency or interfacility and intrafacility services outside the District's service area. However, those responses are not to negatively affect Alfalfa Fire & Rescue's ability to meet the requirements of this agreement. All calls involving Alfalfa Fire & Rescue to leave its District are at the discretion of its Fire Chief or the duty officer in charge. In addition, Bend Fire & Rescue may request that Alfalfa Fire & Rescue resources leave the District for either mutual or automatic aid.
  - d. Alfalfa Fire & Rescue shall participate in the Deschutes County disaster response planning and commit its available resources, as applicable, to such. When Alfalfa Fire & Rescue has units available for such response, Bend Fire & Rescue shall provide call information through the County 911 system only for calls applicable to this Agreement.
  - e. Alfalfa Fire & Rescue shall have at least one radio in their units with the ability to receive and communicate with a District's 911 dispatch call for medics per the applicable run card. Alfalfa Fire & Rescue shall continuously monitor that channel during the times required to be in service, as well as appropriate text device linked to the 911 Computer Aided Dispatch System (CADS) for District dispatches. Alfalfa Fire & Rescue and its employees shall follow all District radio protocols.
  - f. Alfalfa Fire & Rescue must have and maintain a state license for the provision of Emergency Medical Service ("EMS") BLS Ambulance and shall provide Bend Fire & Rescue with a current copy of required license. Alfalfa Fire & Rescue shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws rules and regulations.

- g. Alfalfa Fire & Rescue shall maintain patient records, whether transported or not, in accordance with Federal, State and local laws including The Health Insurance Portability and Accountability Act of 1996 (HIPAA) including the 2013 Final Omnibus Rule Updates. Both Parties shall have access to generalized response information and data generated at 911.
- h. Additionally, Alfalfa Fire & Rescue agrees to provide the services as outlined in Exhibit A, in alignment with the service expectations and operational guidelines provided in Exhibit A.

### **3. Parties' Additional Obligations.**

- a. Bend Fire & Rescue and Alfalfa Fire & Rescue both agree to comply with the Civil Rights Act of 1964, and 1991 the Americans with Disability Act (ADA) of 1990 as amended, 42 USC§§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part no qualified person shall on the basis of disability , race, color, or national origin be excluded from participation in , be denied the benefit of, or otherwise be subject to discrimination under any program or activity which receives Federal financial assistance.
- b. Bend Fire & Rescue retains the first right of refusal for all emergency, non-emergency ambulance transports, inter-facility transports, and EMS Event Coverage within its ASA.
- c. The Parties shall meet at least twice a year to discuss performance and operational issues.

### **4. Insurance.**

- a. During the term of this Agreement, Alfalfa Fire & Rescue shall obtain and maintain insurance coverage satisfactory to the Fire District.
- b. During the term of this Agreement, Alfalfa Fire District shall obtain and maintain workers' compensation insurance within statutory limits and employers' liability insurance in full compliance with the requirements of ORS 656 and with Oregon unemployment insurance requirements.
- c. If Alfalfa Fire & Rescue, for any reason, fails to maintain insurance as required by this Agreement, the City may terminate this Agreement. The 90-day notice requirement set forth in Section 6 does not apply to termination by the City pursuant to this Section.

- 5. Indemnification.** The Parties shall defend, indemnify, and hold harmless each other, their officers, agents, employees, and volunteers against any and all liability, claims, losses, demands, suits, fees, and judgments relating to the performance of this Agreement. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of either Party, its officers, agents, employees, and volunteers. Alfalfa Fire & Rescue agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

6. **Termination.** Either Party may terminate this Agreement upon 90 days' written notice to the other Party.
7. **Entire Agreement.** This Agreement, including referenced exhibit, shall constitute the entire Agreement between the City and Alfalfa Fire & Rescue. Any prior understandings or representations of any kind preceding this agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
8. **Modifications.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
9. **Waiver.** The Parties' failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of that Parties' right to performance in the future and shall not operate as a waiver of the Parties' right to enforce any other provision of this Agreement.
10. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Deschutes County.
12. **No Third-Party Beneficiaries.** The City and Alfalfa Fire & Rescue 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, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. **Counterparts.** This Agreement 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 so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement effective the date first set out above and signed below.

**CITY OF BEND**, by and through its

**ALFALFA FIRE & RESCUE**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
[TITLE]

Date \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**

By \_\_\_\_\_

City Attorney's Office  
Date \_\_\_\_\_

## PUBLIC-PRIVATE PARTNERSHIP AGREEMENT APPENDIX A

### **Right of First Refusal**

Bend Fire & Rescue retains the first right of refusal for all emergency, non-emergency ambulance transports, inter-facility transports, and EMS Event Coverage within its Ambulance Service Area

### **Hours of Availability**

One BLS equipped ambulance with one A-EMT or EMT-B and one EMR Monday through Friday 08:00 hours to 18:00 Hours during primary Weekends will be staffed with the same level of personnel but may be subject to availability of personnel.

### **Dispatching**

When operating under this agreement Alfalfa Fire & Rescue is to be dispatch using current dispatching methods.

### **Run card - automatic responses**

When Alfalfa Fire & Rescue ambulance units are available, They can be requested through automatic or mutual aid from Bend Fire & Rescue through Deschutes County 911.

Based on 911 caller information and 911 notes the District Duty Officer and/or Alfalfa Fire & Rescue may request additional resources be added to the call.

### **Medical Protocols**

Alfalfa Fire & Rescue will be under the medical direction of the Alfalfa Fire & Rescue physician adviser (Nicole Kelly) using Bend Fire & Rescue protocols.

### **Cost recovery/Billing**

The transport agency is responsible for its own cost recovery/billing for any and all patients treated and/or transported and will bill per its own policy. Currently, Alfalfa Fire & Rescue will bill the patient's insurance for all transports provided and will balance bill patient as allowed.

### **Types of Calls Allowed**

- A.** The transport of any BLS patient within Alfalfa Fire & Rescue's District boundaries. At the time of transport, the patient continues to meet all of the requirements of being a "Stable Patient" as defined in the Ambulance service area plan for Deschutes County which at the time of this agreement is defined as:

Stable Patient is a patient with the following criteria:

- A.** Has vital signs in a normal range that are not changing significantly or not expected to do so.
- B.** Pulse 50-120
- C.** Systolic blood pressure 90-190
- D.** Respirations between 10-29 breathes per minute
- E.** Does not and is not expected to require cardiac monitoring or ACLS Procedures. (if these are required Alfalfa Fire & Rescue can request an ALS intercept)
- F.** Has a patent natural airway and is not in respiratory distress.
- G.** Has no un stabilized injuries that will be aggravated by motion in transport.
- H.** Is not experiencing acute changes in level of consciousness.

Level of service and transport will be within protocols approved by Alfalfa Fire & Rescue's Physician Advisor for BLS transport. Alfalfa Fire & Rescue utilizes Bend Fire & Rescue EMS Protocols.

All other calls outside of Alfalfa Fire & Rescue's District boundaries will be at the discretion of Bend Fire & Rescue and at such time will fall under mutual or automatic aid agreements. At no such time will Alfalfa Fire & Rescue respond to calls or transport patients outside of its district boundaries without the direct consent of Bend Fire & Rescue under such agreements or at the discretion of it on duty BC.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 8, 2025

**SUBJECT:** Respiratory Season Update

**RECOMMENDED MOTION:**

None—information only.

**BACKGROUND AND POLICY IMPLICATIONS:**

Public Health will provide an update on infectious respiratory illnesses such as COVID, RSV, and the flu in preparation for the 2025-26 respiratory season. The presentation will address:

- An overview of respiratory diseases and associated epidemiological data
- Information on vaccines and other prevention strategies
- An update on access to the COVID vaccine and related recommendations from OHA (part of the West Coast Health Alliance), the CDC, and medical societies
- “Central Oregon Respiratory” weekly reports for keeping up-to-date on the latest news and developments

**BUDGET IMPACTS:**

N/A

**ATTENDANCE:**

Richard Fawcett, MD, Public Health Officer

Sarah Van Meter, RN, BSN, Immunization Program Coordinator