

REVIEWED

LEGAL COUNSEL

LEASE

Document No. 2023-501

This Lease is made by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Lessor") and J BAR J YOUTH SERVICES, a nonprofit corporation ("Lessee"). This Lease entirely replaces Lease, Document No. 2021-919, and Amended Lease, Document No. 2021-514.

Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Approximately Six Thousand Three Hundred Forty-Four (6,344) square feet of space located at Deschutes County Department of Community Justice, Juvenile Division (Department), 63360 Britta Street, Building One in the Juvenile Detention Facility (JDF), as follows:

1. Housing Unit 300 and 500, common room, classroom, teacher office, program staff office, laundry room, kitchen room, shower rooms, staff bathroom and all youth cells on both floors.
2. Gym space directly adjoining Housing Unit 300.
3. Room 219 (144 square feet)

Lessee shall be entitled to use of: the outdoor recreation space at eastern end of the JDF; the Department's first floor staff entrance to the JDF and the JDF staff lounge; the first floor ancillary staff entrance and designated gym, subject to use liability waivers required prior to gym use; and, the staff entrance and lounge and the first floor public lobby/waiting area. Lessee may request, but is not specifically entitled to, use of second floor conference rooms. Such use must first be obtained and is subject to Community Justice protocols for such use.

The parties agree that the terms of this Lease are as follows:

1. Occupancy

a) Term. The effective date of this Lease shall be July 1, 2023 and shall continue until June 30, 2025. The Term is subject to an active operational Memorandum of Understanding (MOU), currently Document No. 2023-598, between Lessee and Deschutes County Community Justice that defines required security, communication, youth meal provision protocols, and any certifications that may be required for Lessee to conduct its designated programming. Upon the date of expiration or termination of such MOU, this Lease automatically terminates and Lessee shall vacate the Premises within 30 days. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with thirty (30) days written notice, given to the other party.

b) Possession. During the Lease term Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of County Community Justice staff.

c) Renewal. After the Initial Term, and Options to Renew (see 2. Rent) have expired, any renewal will be subject to subsequent negotiation and a potential increase in Rent that will result in the Rent being 50 percent of the current market rate at the time of renewal, and/or to account for increases in operating expenditures associated with the space by Lessee for the duration of the Term.

2. Rent.

a) Initial Two (2) Year Term:

Commencing on July 1, 2023 through June 30, 2024, Lessee shall pay to Lessor the sum of Seven Thousand Eight Hundred Twenty Dollars (\$7,820) per month for Rent and Utilities and July 1, 2024 through June 30, 2025, Lessee shall pay to Lessor the sum of Eight Thousand One Hundred Thirty Two and 80 Cents (\$8,132.80).

b) Option Terms:

Year One: Commencing on July 1, 2025 through June 30, 2026, Lessee shall pay to Lessor the sum of Eight Thousand Four Hundred Fifty Eight Dollars and Eleven Cents (\$8,458.11) per month for Rent and Utilities. This represents a 4% increase for this year.

Year Two: Commencing on July 1, 2026 through June 30, 2027, Lessee shall pay to Lessor the sum of Eight Thousand Seven Hundred Ninety-Six Dollars and Forty-Four Cents (\$8,796.44) per month for Rent and Utilities. This represents a 4% increase for this year.

c) Rent shall be payable on the first day of the month in advance, without notice or demand at the office of Deschutes County Property Management, PO Box 6005, Bend, Oregon 97708-6005, or at such other place as may be designated in writing by Lessor. If the Term does not coincide with the first day of the month, the Rent shall be pro-rated. The Rent payable by Lessee has been established to reflect the savings below market Rent resulting from the exemption from taxation.

3. Use of Premises. The Premises shall be used by Lessee for Behavioral Rehabilitation Services (BRS), Level 5 services for up to thirty-two (32) youth on parole with the Oregon Youth Authority (OYA) and up to sixteen (16) youth on probation with the OYA who are referred by OYA staff and accepted into the program by J Bar J Youth Services.

4. Restrictions on Use. In connection with the use of the Premises, Lessee shall:

a) Conform to all applicable laws and regulations of any public authority affecting Lessee's use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.

b) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the walls or windows without the prior written consent of Lessor, which consent shall not be withheld unreasonably.

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

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

e) Lessee warrants the honesty and integrity of all personnel and volunteers Lessee authorizes to access or use the Premises. Lessee shall notify Lessor in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Lessee shall have access to and through Lessor's security access system and shall be responsible for retrieving access keys from Lessee's personnel who are no longer authorized on the Premises.

f) Comply with Lessor's policies regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are attached to this lease as Exhibit A and by this reference are incorporated herein. The Lessee's Safety Policy and Plan shall supplement the Lessor's policy to prevent violence in the workplace. It is attached, beginning as page 10 in Exhibit A.

5. Maintenance and Repair of Premises.

a) Lessor's Obligations

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

2) Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least twenty-one (21) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.

b) Lessee's Obligations.

1) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty. Lessee is responsible for its own janitorial cleaning. Lessee shall ensure that frequent, routine cleanings occur and Premises is well maintained. Exterior spaces are to remain neat and clean, and free of any kind of debris, including trash, boxes, storage containers, food containers, etc. Lessor will conduct periodic inspections of Premises to ensure that these maintenance standards are adhered to.

2) Lessee's signage and decorative accessories may be allowed but must be approved by the Lessor prior to installation. Placement of exterior signs, whether wall-mounted or free-standing, will be subject to the prior approval of the County's Building Services Division. Exterior signs, if allowed, must also comply with the City of Bend sign code and be installed in accordance with all related City permit regulations.

3) No decorative or other materials of any kind are permitted to be attached to the ceiling or ceiling grids within the Premises.

6. Inspection of Premises. Lessor shall have the right to inspect the Premises any reasonable time or times to determine the necessity of repair and Lessee's compliance with its other obligations set forth in this Lease.

7. Utilities and Services.

a) Lessor shall provide water, sewer, gas, and electricity. A trash dumpster that may be used by the Lessee will be made available at an assigned location. Lessee shall provide its own telephone service and janitorial services for the Premises.

b) Lessee agrees to pay property taxes, if applicable, on its leased space.

8. Liens.

a) Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand.

Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

9. Insurance.

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

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

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

d) Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000 of all claims from a single incident. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this lease.

e) Lessee shall provide to Lessor proof of workers compensation insurance.

f) Indemnification: Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased property; and further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, and employees from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.

10. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or

ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

11. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
12. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
13. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).
14. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

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

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

Lessee: J Bar J Youth Services
Attn: Stephanie Alvstad
62895 Hamby Road
Bend, OR 97701
Phone: 541-389-1409

15. Assignment. Lessee shall not assign or sub-rent the Premises.
16. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
17. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this agreement.
18. MERGER.

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

[Signature Page Follows]

Dated this _____ day of _____, 2023

LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

ATTEST:

PATTI ADAIR, VICE CHAIR

Recording Secretary

PHIL CHANG, COMMISSIONER

[Signature Page Follows]

Dated this _____ day of 6-8-23, 2023

LESSEE:

J BAR J YOUTH SERVICES

By:


Stephanie Alvstad, CEO / President

Exhibit "A"



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

TOBACCO-FREE FACILITIES AND GROUNDS

STATEMENT OF POLICY

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

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

APPLICABILITY

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

DEFINITIONS

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

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

POLICY AND PROCEDURES

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

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

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

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

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

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



Tom Anderson
Interim County Administrator



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

EMPLOYEE AND VISITOR PARKING

STATEMENT OF POLICY

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

APPLICABILITY

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

POLICY AND PROCEDURE

In General

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

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

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

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

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

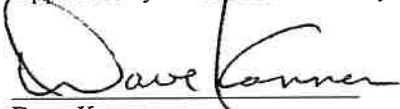
Procedure When Notice of Violation is Issued

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

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

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

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



Dave Kanner
County Administrator




Department of Administrative Services
Dave Kanner, County Administrator

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

JULY 27, 2007

TO: ALL DESCHUTES COUNTY EMPLOYEES

FROM: DAVE KANNER, COUNTY ADMINISTRATOR 

RE: FRAGRANCES IN THE WORKPLACE

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

FACILITIES MAINTENANCE POLICY

STATEMENT OF POLICY

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

APPLICABILITY

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

POLICY AND PROCEDURES

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

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

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

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

 5-25-16

Tom Anderson
County Administrator



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

COUNTY FACILITIES USE POLICY

STATEMENT OF POLICY

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

APPLICABILITY

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

DEFINITIONS

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

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

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

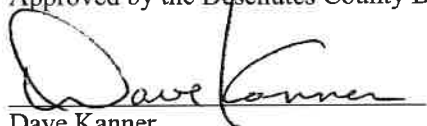
"Nonprofit organization(s)" means an organization that is legally incorporated and exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a government agency.

POLICY AND PROCEDURES

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

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

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



Dave Kanner
County Administrator



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

PREVENTION OF VIOLENCE IN THE WORKPLACE

STATEMENT OF POLICY

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

APPLICABILITY

This policy applies to all Deschutes County employees and volunteers.

POLICY AND PROCEDURES

Definitions

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

In General

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

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

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

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

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

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

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

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

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

Incident Response and Follow-up

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

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

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

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

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

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

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

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

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

General Protocol/ Prevention Activities

Protocols and prevention activities are established to provide:

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

Each department or division will:

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

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

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

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

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

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

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

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

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

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

Training Components

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

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

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

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

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

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

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

A handwritten signature in black ink that reads "Dave Kanner". The signature is written in a cursive style and is positioned above a horizontal line.

Dave Kanner
County Administrator

DESCHUTES COUNTY THREAT & VIOLENCE INCIDENT REPORT FORM

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

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

Incident date: _____ Time: _____ Location: _____

Name of employee making this report: _____

Assigned work location: _____ County Phone: _____

Supervisor's name: _____ Supervisor notified? Yes No

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

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

Street address: _____ City _____

State _____ Zip: _____

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

Check applicable incident:

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

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

Describe the incident:

Specific language of the threat:

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

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

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

Street address: _____ City _____

State _____ Zip: _____

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

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

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

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

How did the incident end?

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

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

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

Was law enforcement contacted? _____

Responding agency: _____

Officer name: _____

Police case number: _____

Report prepared by:

Signature Date

Supervisor Signature Date

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