



Deschutes County Sheriff's Office  
2023 CONTRACT

This agreement ("Agreement") is entered into between Kevin Dahlgren, LLC ("DAHLGREN") and the Deschutes County Sheriff's Office ("DCSO"). They mutually agree and contract as follows:

1. DAHLGREN agrees to provide consulting services to DCSO related to the assessment of the houseless crisis in the unincorporated areas Deschutes County, Oregon, as specifically described in **Exhibit 1** attached and incorporated hereto.
2. The term of the Agreement will begin upon final execution of this Agreement by the parties, and shall conclude upon completion of the Phase One work and report, as described in Exhibit 1, and the delivery of the final report by DAHLGREN to the Chair of the Deschutes County Board of Commissioners.
3. The parties agree that time is of the essence in the performance of this Agreement.
4. Either party may terminate this Agreement by providing notice to the other party as described in paragraph 11 of this Agreement. If this Agreement is terminated by DCSO, DAHLGREN agrees to immediately cease work on the Agreement. In the event of termination, DAHLGREN shall be entitled to bill only for services provided up to the time of termination, and for reasonable expenses incurred prior to termination. DCSO shall in no circumstance be liable for services or expenses after the date of termination of this Agreement.
5. DAHLGREN and DCSO further agree that the total compensation due DAHLGREN under this Agreement shall, in no event, exceed **\$18,750.00**, including expenses as provided in **Exhibit 1** at actual cost, for the work as directed under the Agreement. DAHLGREN shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Agreement, unless the parties execute a written amendment of this Agreement increasing the total compensation amount.
6. This Agreement shall not be assigned, and no assignment shall be of any force or effect without the written approval of DCSO. DAHLGREN agrees that no part of the work required by this Agreement may be sub-contracted or delegated to another person by DAHLGREN without the prior written consent of DCSO.

7. DAHLGREN shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, physical disability or other protected class.
8. DAHLGREN shall abide by the applicable provisions of DCC 2.37 and applicable provisions of ORS Chapters 279, 279A, 279B, and 279C.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County, DCSO and DAHLGREN that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. DAHLGREN, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
10. DAHLGREN shall hold harmless, and indemnify Deschutes County, DCSO, its officers, agents, and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level whether or not a trial or appeal hearing ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, except liability arising out of the sole negligence of the DCSO and its employees. Such indemnification shall also cover claims brought against DCSO under state or federal worker compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification agreement.
11. **Insurance:** DAHLGREN shall provide and/or purchase insurance coverage prior to performing services under this agreement. DCSO will not be responsible for any claim or benefit for DAHLGREN or any subcontractor or employee of DAHLGREN which might arise during the performance of duties and services under this agreement.
  - a. **Workers Compensation** insurance must be 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).
    - i. **Exemption under ORS 656:**
      - LIMITED LIABILITY COMPANY**
      - Contractor is a limited liability company, and
      - Contractor has no employees, and
      - All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
      - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair,

improvement, moving or demolition of an improvement to real property or appurtenances thereto.

- b. **Commercial General Liability** insurance (Attached as **Exhibit 2**) includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverage provided for herein must be endorsed as primary and non-contributory to any insurance of DCSO, its officers, employees or agents.

Limits: Per Single Claimant and Incident - \$1,000,000  
All Claimants Arising from Single Incident - \$2,000,000

- c. **Additional Insured.** The Commercial General Liability insurance and (if applicable) Automobile Liability insurance must include the Deschutes County Sheriff's Office, their officers, employees, volunteers and agents as Additional insureds but only with respect to DAHLGREN'S activities to be performed under this agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit.
- d. **Valid Driver's License and Insurance.** To be eligible for mileage reimbursement, DAHLGREN must provide DCSO with proof of valid personal automobile liability coverage for any vehicle driven, as well as a current and valid Oregon driver's license.

12. DAHLGREN hereby acknowledges that he is not an officer, employee or agent of Deschutes County or DCSO and expressly waives any right he might claim to indemnification and defense from Deschutes County or DCSO pursuant to the provisions of ORS 30.285 and ORS 30.287.

13. DAHLGREN is retained by DCSO as an independent contractor and will be so deemed for all purposes associated with this agreement. As such, DAHLGREN will be solely responsible for payment of any federal, state, and local taxes inquired as a result of this agreement. In addition, this agreement is not intended to entitle DAHLGREN to any benefits generally granted to DCSO employees.

14. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

DCSO: Deschutes County Sheriff's Office  
Accounts Payable  
63333 West Highway 20  
Bend, Oregon 97703  
[accountspayable@deschutes.org](mailto:accountspayable@deschutes.org)

DAHLGREN: Kevin Dahlgren LLC  
955 SW Maplecrest Drive  
Portland, OR 97217

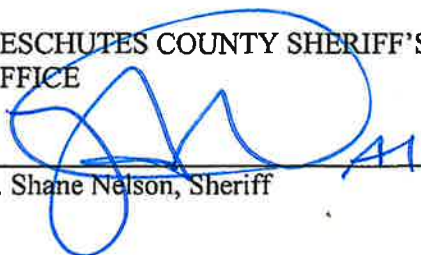
and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Email is acceptable.

15. DAHLGREN agrees that all research, information, data and reports that results from this Agreement (the Work Product) is the exclusive property of Deschutes County, and that the parties intend that all Work Product is considered "work made for hire" and that County shall be deemed to be the sole author.
16. DCSO and DAHLGREN are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right to a third party unless such party are individually identified by name in this Agreement and expressly described as beneficiaries of this Agreement.
17. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.
18. Contractor (DAHLGREN) has the power and authority to enter into and perform this Agreement. This agreement, when executed, shall be a valid and binding obligation of DAHLGREN enforceable in accordance with its terms. DAHLGREN has the skill and knowledge possessed by well-informed members of the industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the work required by this Agreement in a professional and workmanlike manner and in accordance with the standards prevalent in the industry, trade or profession. DAHLGREN will at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform the work.

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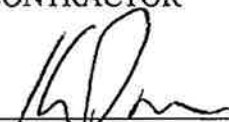
Dated this 13 day of July 2023.

DESCHUTES COUNTY SHERIFF'S  
OFFICE

  
\_\_\_\_\_  
L. Shane Nelson, Sheriff

Dated this 12 day of July 2023.

CONTRACTOR

  
\_\_\_\_\_  
Kevin Dahlgren, LLC  
*Homelessness consultant*

Title:

Tax ID (TIN)

543-72-2748

**KEVIN DAHLGREN LLC**  
**STATEMENT OF WORK**

**Deschutes County Sheriff's Office is in need of information about the population and needs of the houseless population in the unincorporated areas of Deschutes County as well as a comprehensive list of resources and services available through local governments, non-profit organizations and other service providers to meet the needs of these residents. DAHLGREN has substantial experience interacting with houseless persons, including doing point in time (PIT) counts of houseless populations and assisting with obtaining resources and services to assist these people. There are several areas of the unincorporated county where the County is interested in PIT counts, needs assessments, and resource availability. These may include:**

- **China Hat area**
- **Juniper Ridge**
- **Redmond area (to include East Antler)**
- **La Pine area**
- **Sisters area**
- **Skyliners Road west of Phil's Trailhead**

**Because of specific prohibitions in Oregon law (ORS 181A.250) regarding a law enforcement agency collecting or maintaining information about the political, religious or social views, associations or activities of any individual, group, association, organization, corporation, business or partnership, DAHLGREN will take specific steps to avoid any appearance of violation of this law. DAHLGREN will:**

- **Not collect nor maintain information that specifically identifies a person experiencing houselessness by name, date of birth, driver's license number, photograph or video of the person, social security number, phone number, financial account numbers, certificate or license numbers, vehicle identification numbers or license plate numbers, or other unique identifying characteristic except as necessary to assist the person to obtain specific services or resources with the person's written consent;**
- **Not disclose information obtained in the course of this work regarding any specific identifying characteristic, identification or data of an individual houseless person to DCSO unless the information is related to the person's suspected involvement in serious criminal activity (misdemeanor or felony criminal conduct but excluding trespass, disorderly conduct, controlled substance offenses, littering, public urination or defecation, public intoxication or**

- violation level offenses)
- Provide any written reports, summary, or information obtained from this agreement regarding PIT counts and needs assessments of houseless persons directly to the Chair of the Deschutes County Board of Commissioners, and ensure that the information provides only de-identified aggregate information and does not specifically identify and person experiencing houselessness. Under no circumstances will information identifying a specific person or persons be provided by DAHLGREN to DCSO or any DCSO employee, unless it is related to an ongoing criminal investigation and there are reasonable grounds to believe that the subject of the information is or may be involved in criminal activity.
  - Provide a written report to the Chair of the Deschutes County Board of Commissioners with a summary of all resources and services available to persons experiencing houselessness in the Bend/China Hat area, including the number, type, restrictions and availability of any shelter beds or other lodging or housing resources. This summary will also include the names and contact information of all providers and a description of the specific resources or services they provide to those experiencing houselessness. This report will not contain any information about specific houseless persons and may be shared with and maintained by DCSO.

### **Phase One – China Hat Research, Service and Resource Assessment and Report**

The initial phase of this agreement is anticipated to take approximately 3 weeks, and will consist of DAHLGREN performing in-person outreach to the China Hat area for a PIT count of unhoused persons living in that area and to evaluate the resource / service needs of those persons, as well as a comprehensive assessment of available services and resources for houseless persons living in the China Hat area from local governments, non-profits and other service providers, as well as a final comprehensive report on the China Hat area houseless population and their needs, and the available resources and services in the area. This comprehensive report will be delivered directly to the Board Chair. Upon conclusion of that phase and delivery of the work products, the parties anticipate entering into a second phase contract for similar services in other unincorporated areas of the County with substantial populations of houseless persons.

### **Compensation and Payment Terms**

**At the conclusion of Phase One and presentation of the final report to the Board Chair, DAHLGREN will invoice DCSO for his services and reasonable expenses, in an amount not to exceed the maximum compensation set forth in this Agreement, together with detailed, itemized receipts for all claimed expenses, which will be paid within 30 days of being received and approved by DCSO.**

### **Expense Reimbursement**

**DAHLGREN will be entitled to expense reimbursement expenses reasonably and necessarily incurred in the performance of this Agreement, including mileage reimbursement for driving to and from Deschutes County from his home in Portland, as well as necessary automobile travel to and from the China Hat area as required by this agreement. DAHLGREN will be entitled to reimbursement of reasonable meal costs not to exceed \$75 per day while in Deschutes County to fulfill his duties related to this agreement. DCSO has a direct billing account with the Residence Inn Marriott on Bond Street, and all necessary lodging shall be booked at the Residence Inn. If no rooms are available at the Residence Inn, DAHLGREN may book another hotel with similar rates, and request reimbursement. Mileage reimbursement for travel will be at the current IRS rate. DCSO shall not reimburse for any expenses related to the consumption of alcohol or entertainment. DAHLGREN shall provide detailed, itemized receipts for all expenses claimed.**

