



BOARD OF COMMISSIONERS

BOARD OF COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 29, 2022

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

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

AGENDA

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

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Consideration of Purchase Agreement, Document No. 2022-283, and Dedication Deed, Document No. 2022-284, from the Larry R. and Nancy L. Green Revocable Trust for Right of Way for the Hunnell Road: Loco Road to Tumalo Road Improvement Project
2. Consideration of Board Signature on Letter of Thanks to Shelly Sandford and Letter of Appointment to Linda Ray to the River Forest Acres Special Road District.
3. Consideration of Board Signature on Letters of Thanks to John Lyda and Michael Gemmet, Letters of Appointment to Susan Waddell and Philip Zerzan, and Letters of Reappointment to Rikki Goede and Lee Ferguson to the Black Butte Ranch County Services District. Also, to Letter of Reappointment to Rick Hartnack to the Budget Committee.

ACTION ITEMS

CONVENE AS THE GOVERNING BODY OF DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

4. **9:05 AM PUBLIC HEARING** and Consideration of Board Signature of Resolution No. 2022-035 Deschutes County 9-1-1 Service District FY 2022-23 Budget Adoption
5. **9:20 AM** Discussion to review the L3Harris Ten-Year Radio Maintenance Agreement
6. **9:40 AM** Consideration of Chair Signature of Document No. 2022-524, L3Harris Ten-Year Radio Maintenance Agreement
7. **9:45 AM** Consideration of Contract No. 2022-575, a Collective Bargaining Agreement Between the Deschutes County 9-1-1 Service District and the Deschutes 9-1-1 Employees Association.

CONVENE AS THE GOVERNING BODY OF DESCHUTES COUNTY EXTENSION AND 4H SERVICE DISTRICT

- [8.](#) **10:00 AM PUBLIC HEARING** and Consideration of Board Signature of Resolution No. 2022-037 Deschutes County Extension and 4H Service District FY 2022-23 Budget Adoption

CONVENE AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT

- [9.](#) **10:10 AM PUBLIC HEARING** and Consideration of Board Signature of Resolution No. 2022-039 Sunriver Service District FY 2022-23 Budget Adoption

CONVENE AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT

- [10.](#) **10:20 AM PUBLIC HEARING** and Consideration of Board Signature of Resolution No. 2022-041 Black Butte Ranch Service District FY 2022-23 Budget Adoption

CONVENE AS THE GOVERNING BODY OF THE COUNTYWIDE LAW ENFORCEMENT DISTRICT #1

- [11.](#) **10:30 AM PUBLIC HEARING** and Consideration of Board Signature of Resolution No. 2022-042 Countywide Law Enforcement District (District #1) FY 2022-23 Budget Adoption

CONVENE AS THE GOVERNING BODY OF THE RURAL LAW ENFORCEMENT DISTRICT #2

- [12.](#) **10:40 AM PUBLIC HEARING** and Consideration of Board Signature of Resolution No. 2022-043 Rural Law Enforcement District (District #2) FY 2022-23 Budget Adoption

RECONVENE AS THE GOVERNING BODY OF DESCHUTES COUNT

- [13.](#) **11:00 AM PRESENTATION:** Upper Deschutes Watershed Council 2022 Update to Deschutes County Commissioners
- [14.](#) **11:25 AM** Consideration of American Rescue Plan Act Funding Proposals
- [15.](#) **11:35 AM** Oregon Department of Energy Community Renewable Energy Grant Program Application
- [16.](#) **11:45 AM** Resolution regarding public use fire restrictions on unprotected lands and County owned lands

LUNCH RECESS

- [17.](#) **1:00 PM** Consideration of Resolutions Declaring Fire Prevention Code of the Redmond Fire and Rescue District effective within Deschutes County
- [18.](#) **1:20 PM** 2022 Greater Redmond Community Wildfire Protection Plan update
- [19.](#) **1:40 PM** Preparation for Public Hearing: Eden Properties Plan Amendment and Zone Change (247-21-001043-PA, 1044-ZC)

20. **2:10 PM** Discussion – Prioritizing Discretionary Text Amendments Identified in the Community Development Department (CDD) 2022-23 Work Plan

21. **2:25 PM** Consideration of Board approval of document #2022-574, an Oregon Health Authority grant.

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, June 29, 2022

SUBJECT: Consideration of Purchase Agreement, Document No. 2022-283, and Dedication Deed, Document No. 2022-284, from the Larry R. and Nancy L. Green Revocable Trust for Right of Way for the Hunnell Road: Loco Road to Tumalo Road Improvement Project

RECOMMENDED MOTION:

Move approval of Document Nos. 2022-283 and 2022-284.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners authorized the Road Department to negotiate with owners of properties impacted by the Hunnell Road: Loco Road to Tumalo Road Improvement project for the acquisition of right of way by Resolution No. 2021-048. During preliminary design of the project, it was determined that a portion of Tax Lot No. 161233B001100, owned by the Larry R. and Nancy L. Green Revocable Trust, would be impacted by the Project. The Road Department has negotiated with the property owner for right of way acquisition. The property owner has agreed to the following:

- Instrument: Dedication Deed
Area: 6,315 sq. ft.
Compensation: \$35,000.00
Other Obligations: None

BUDGET IMPACTS:

County will make payment to the property owner in the amount of \$35,000.00, which is budgeted in the Department's Fiscal Year 2021-2022 Road Capital Improvement Plan budget.

ATTENDANCE:

Cody Smith, County Engineer

<p style="text-align: center;">REVIEWED</p> <hr/> <p style="text-align: center;">LEGAL COUNSEL</p>	<p>For Recording Stamp Only</p>
<p>After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701</p>	

PURCHASE AGREEMENT
HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT
Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The
Larry R. Green and Nancy L. Green Revocable Trust UTD 9/12/06
File No.: 004

THIS AGREEMENT is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The Larry R. Green and Nancy L. Green Revocable Trust UTD 9/12/06** (“Grantor”), on the following terms and conditions:

RECITALS

1. Hunnell Road is part of the County road system under the jurisdiction and control of County.
2. County is constructing the Hunnell Road: Loco Road to Tumalo Road Improvement project on Hunnell Road and Pohaku Road. County has identified that the property described in the attached **Exhibit “A”** and depicted in the attached **Exhibit “B”** is necessary for the Project.
3. Grantor is the owner of the property described in the attached **Exhibits “A” and “B”**.

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Grantor shall convey to County the real property described in the attached **Exhibit A** by dedication deed for the purchase price of **Thirty Five Thousand Dollars (\$35,000.00)**

GRANTOR OBLIGATIONS

1. Grantor shall provide County with fully signed and executed dedication deed for subject property with this Agreement. Upon receipt of purchase payment, Grantor shall immediately deliver possession of property to County.
2. Grantor makes the following representations:
 - a. Grantor has no notice from any government agency of any violation of law relating to the property.
 - b. The property has never been used for the storage or disposal of hazardous waste materials.
 - c. Grantor is not a "foreign person" as that term is defined in IRS Code Section 1445.
3. If the subject property is subject to any mortgage, deed of trust, land sales contract, or other similar encumbrance, Grantor should review that document to determine whether that document contains any provision under which default may be triggered by the Grantor's signing of this Agreement or any conveyance instrument.
4. Grantor understands that all fences and other improvements that are constructed or reconstructed on real property retained by Grantor pursuant to this Agreement will be the property of Grantor and will be maintained and repaired by the Grantor after completion of the project.
5. Grantor understands that any construction lying outside of the traveled portion and shoulders but within the right of way of the county road which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices.
6. As soon as Grantor delivers the dedication deed to County, Grantor shall remove from the property all personal property, fixtures, and improvements retained by

Grantor under the terms of this Agreement. If personal property, fixtures, or improvements are required to be moved, Grantor may be entitled to relocation benefits and assistance which will be provided outside of this Agreement in accordance with the Uniform Relocation Act requirements in conformance with the ODOT Right-of-Way Manual.

- 7. Grantor acknowledges that performance of County’s obligations under this Agreement constitute just and full compensation for the property (dedication) and any damage to property retained by Grantor.

COUNTY OBLIGATIONS

- 1. Within thirty (30) calendar days of execution of this Agreement and receipt of fully signed and executed dedication deed, County will deliver payment to Grantor in the amount of **Thirty Five Thousand Dollars (\$35,000.00)**. County will take immediate possession of property upon delivery of payment.
- 2. County will be responsible for payment of all recording fees or other costs required for recording conveyance instruments.
- 3. County will construct, modify, or repair the following improvements:
 - a. Fence – Upon completion of the project, County or their contractor shall install permanent in-kind fencing where permanent fencing is removed from the dedication area. Any gates removed by the project will be restored or replaced in-kind. County or their contractor will ensure that, when required during construction, temporary fences are established to keep Grantor’s livestock corralled.
- 4. County will require that the work listed in Section 3 be done in a reasonable workmanship manner, but County cannot guarantee or warrant the work or goods provided to Grantor. County disclaims all warranties of merchantability and fitness for any particular purpose, express or implied.

GENERAL PROVISIONS

- 1. This Agreement supersedes any prior oral and written Agreements or understandings. This Agreement may be modified only by written amendments.

2. The conditions of this Agreement are binding upon and will inure to the benefit of the successors and legal representatives of Grantor and County and will survive conveyance of the property.
3. Time is of the essence of this Agreement. References to Grantor in this Agreement include all persons who hold title to the property.

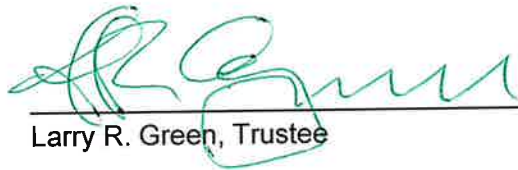
(Signature Page to Follow)

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

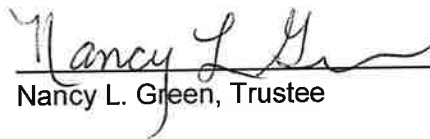
GRANTOR

DATED this 20th day of June, 2022.

**The Larry R. Green and Nancy L. Green
Revocable Trust UTD 9/12/06**



Larry R. Green, Trustee



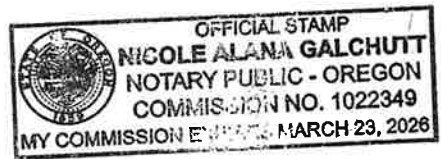
Nancy L. Green, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Larry R. Green, Trustee acknowledged the foregoing instrument.

Dated this 20th day of June, 2022.

Nicole Galchutt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/28/2022

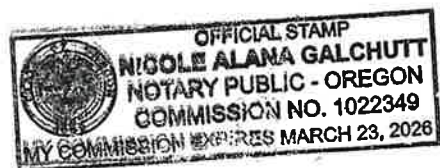


STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Nancy L. Green, Trustee, acknowledged the foregoing instrument.

Dated this 20th day of June, 2022.

Nicole Galchutt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/28/2022



DESCHUTES COUNTY, acting by and through its Board of County Commissioners

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE-CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this ____ day of _____, 2022.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
Deschutes County Road Department
Hunnell Road Improvement Project: Loco Road to Tumalo Road
File Number 004
Tax Lot 161233B001100

RIGHT OF WAY DEDICATION

A parcel of land lying in LOT 6, BLOCK 1, "POHAKU RANCH" in the Northwest one-quarter of Section 33, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Warranty Deed to Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The Larry R. and Nancy L. Green Revocable Trust UTD 9/12/06, recorded October 21, 2010 as Instrument No. 2010-41920, Deschutes County Official Records, the said parcel being that portion of said property lying southeasterly of the following described line:

BEGINNING at a point that bears South 45°31'01" West, 1800.38 feet from the North one-quarter corner of Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point being 32.30 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 140+35.00 per Deschutes County Survey No. 20520;

Thence on a 370.00 foot radius curve to the right, the radius point of which bears South 32°01'23" East, through a central angle of 25°38'31" (the long chord of which bears North 45°09'21" East, 164.21 feet) an arc distance of 165.59 feet to a point of reverse curvature at a point 31.40 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 141+89.45 per Deschutes County Survey No. 20520;

Thence on a 490.00 foot radius curve to the left, through a central angle of 29°02'38" (the long chord of which bears North 43°27'18" East, 245.74 feet) an arc distance of 248.39 feet to a point of reverse curvature at a point 36.98 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 144+56.30 per Deschutes County Survey No. 20520;

Thence on an 800.00 foot radius curve to the right, through a central angle of 11°59'46" (the long chord of which bears North 34°55'52" East, 167.19 feet) an arc distance of 167.50 feet to a point of tangency at a point 52.26 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 146+10.71 per Deschutes County Survey No. 20520;

Thence North 40°55'45" East, 147.70 feet to the terminus of said described line, said point being 22.03 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 147+75.00 per Deschutes County Survey No. 20520.

Containing 6,315 square feet, more or less.

See map attached as Exhibit "B", which is made a part hereof.

EXHIBIT A
August 16, 2021
Page 2 of 2

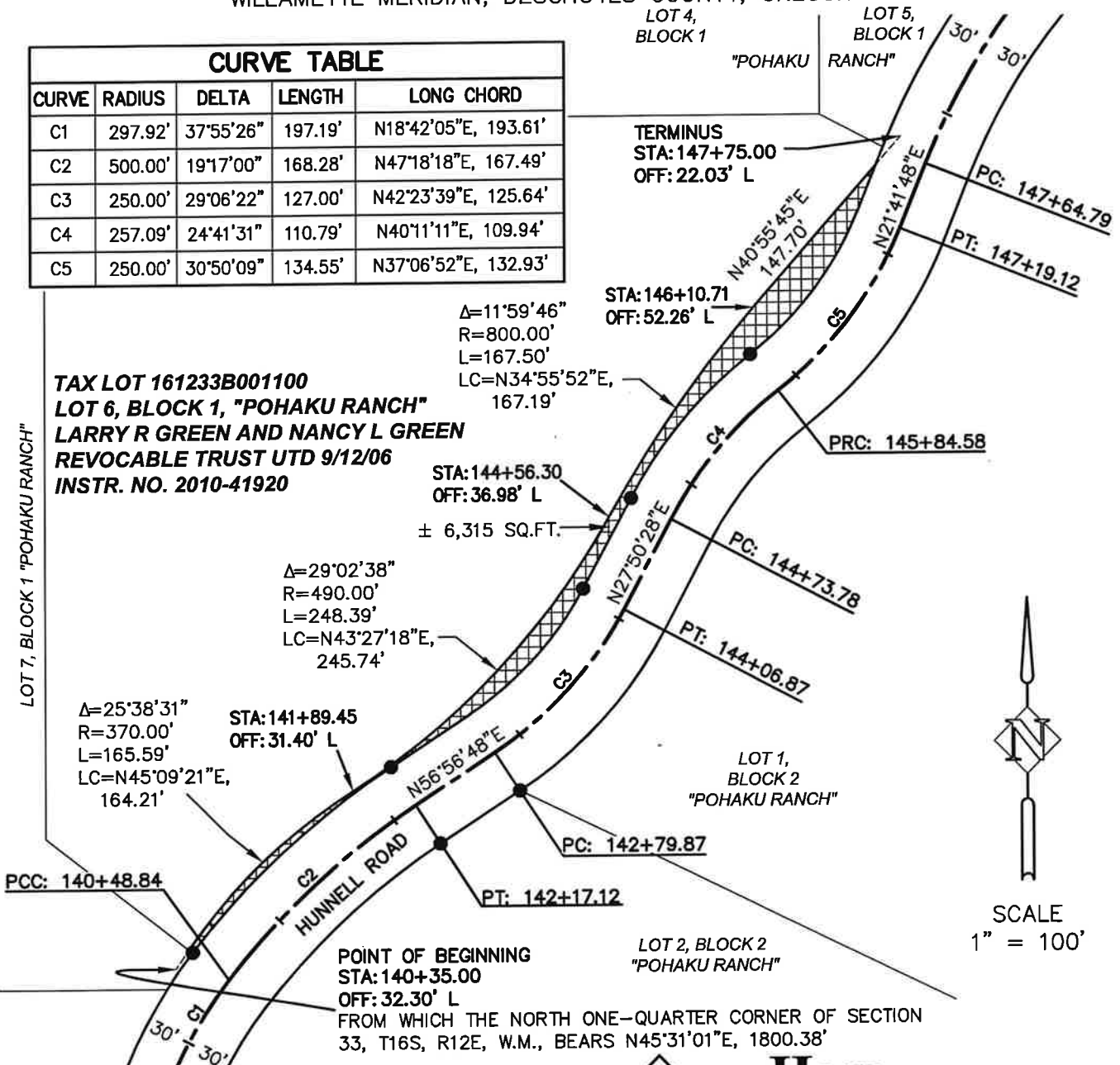
Bearings, Right of Way, Stationing and Monumentation are based on "Control, Recovery, and Retracement Map" filed in the office of the Deschutes County Surveyor's Office May 25, 2021 as County Survey No. 20520.



EXHIBIT "B"

LOCATED IN LOT 6, BLOCK 1, "POHAKU RANCH" IN THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	297.92'	37°55'26"	197.19'	N18°42'05"E, 193.61'
C2	500.00'	19°17'00"	168.28'	N47°18'18"E, 167.49'
C3	250.00'	29°06'22"	127.00'	N42°23'39"E, 125.64'
C4	257.09'	24°41'31"	110.79'	N40°11'11"E, 109.94'
C5	250.00'	30°50'09"	134.55'	N37°06'52"E, 132.93'



HHPR Harper Houf Peterson Righellis Inc.

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS

250 NW Franklin Avenue, Suite 404, Bend, OR 97703
 phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

DCO-01 TMW 08/16/2021 PAGE 1 OF 1

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

After recording return to:
Deschutes County Road Dept.
61150 S.E. 27th Street
Bend, Oregon 97701

DEED OF DEDICATION

Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The Larry R. Green and Nancy L. Green Revocable Trust UTD 9/12/06, Grantor, does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is **Thirty Five Thousand Five Dollars (\$35,000.00)**

DATED this 20 day of June, 2022.

**The Larry R. Green and Nancy L. Green
Revocable Trust UTD 9/12/06**

Larry R. Green, Trustee

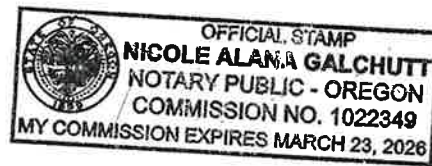
Nancy L. Green, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Larry R. Green, Trustee acknowledged the foregoing instrument.

Dated this 20th day of June, 2022.

Nicole Galchutt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/23/28

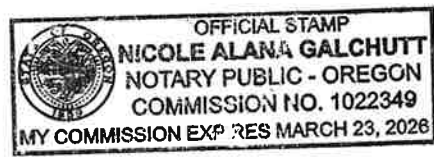


STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Nancy L. Green, Trustee, acknowledged the foregoing instrument.

Dated this 20th day of June, 2022.

Nicole Galchutt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/23/2028



ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this ____ day of _____, 2022.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
Deschutes County Road Department
Hunnell Road Improvement Project: Loco Road to Tumalo Road
File Number 004
Tax Lot 161233B001100

RIGHT OF WAY DEDICATION

A parcel of land lying in LOT 6, BLOCK 1, "POHAKU RANCH" in the Northwest one-quarter of Section 33, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Warranty Deed to Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The Larry R. and Nancy L. Green Revocable Trust UTD 9/12/06, recorded October 21, 2010 as Instrument No. 2010-41920, Deschutes County Official Records, the said parcel being that portion of said property lying southeasterly of the following described line:

BEGINNING at a point that bears South 45°31'01" West, 1800.38 feet from the North one-quarter corner of Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point being 32.30 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 140+35.00 per Deschutes County Survey No. 20520;

Thence on a 370.00 foot radius curve to the right, the radius point of which bears South 32°01'23" East, through a central angle of 25°38'31" (the long chord of which bears North 45°09'21" East, 164.21 feet) an arc distance of 165.59 feet to a point of reverse curvature at a point 31.40 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 141+89.45 per Deschutes County Survey No. 20520;

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Thence on an 800.00 foot radius curve to the right, through a central angle of 11°59'46" (the long chord of which bears North 34°55'52" East, 167.19 feet) an arc distance of 167.50 feet to a point of tangency at a point 52.26 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 146+10.71 per Deschutes County Survey No. 20520;

Thence North 40°55'45" East, 147.70 feet to the terminus of said described line, said point being 22.03 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 147+75.00 per Deschutes County Survey No. 20520.

Containing 6,315 square feet, more or less.

See map attached as Exhibit "B", which is made a part hereof.

EXHIBIT A
August 16, 2021
Page 2 of 2

Bearings, Right of Way, Stationing and Monumentation are based on "Control, Recovery, and Retracement Map" filed in the office of the Deschutes County Surveyor's Office May 25, 2021 as County Survey No. 20520.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



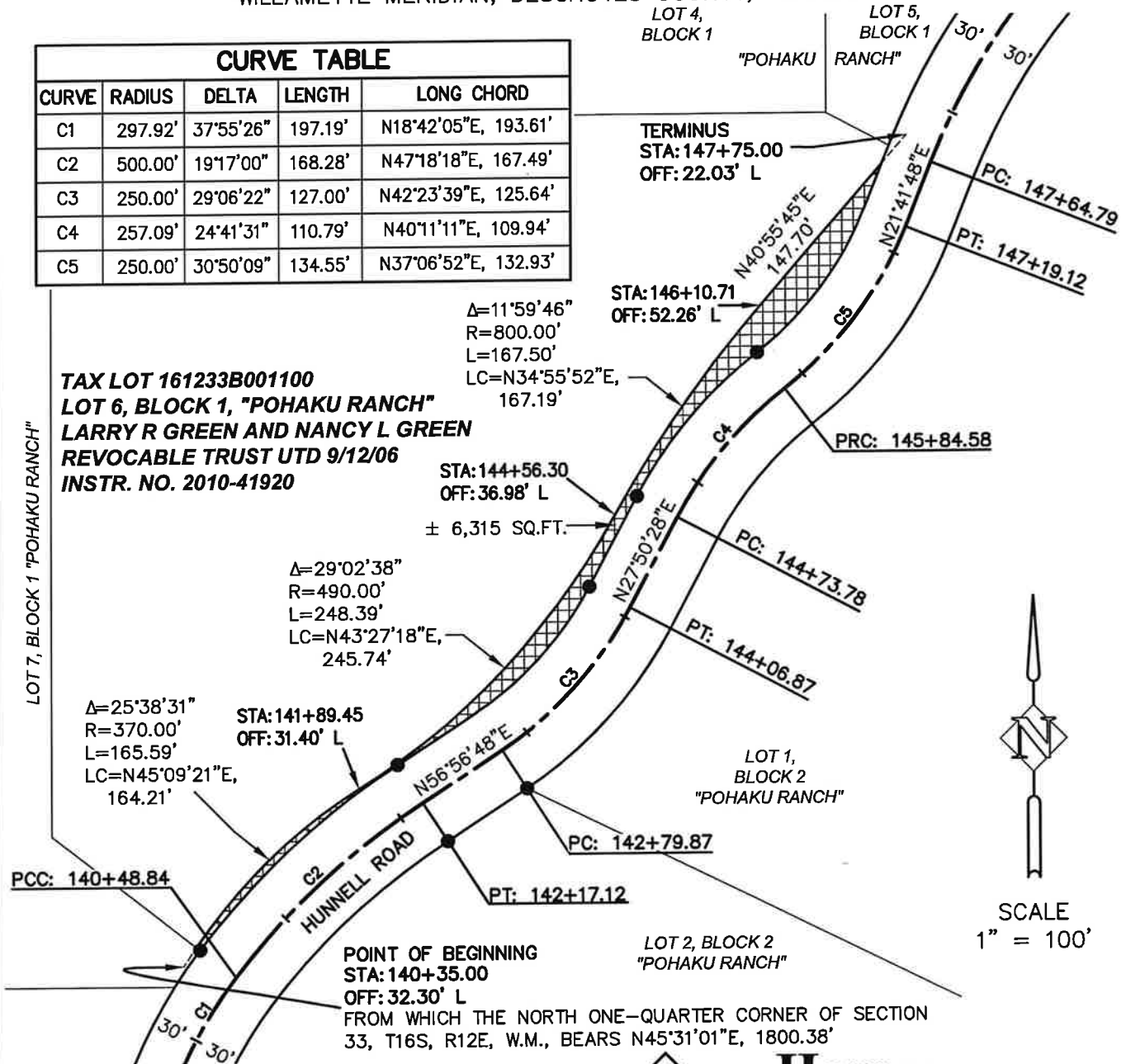
OREGON
JANUARY 8, 2019
REED CARLSON BEAUDUY
93377

RENEWS: 12-31-2021
SIGNED 09-01-2021

EXHIBIT "B"

LOCATED IN LOT 6, BLOCK 1, "POHAKU RANCH" IN THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

CURVE TABLE				
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C3	250.00'	29°06'22"	127.00'	N42°23'39"E, 125.64'
C4	257.09'	24°41'31"	110.79'	N40°11'11"E, 109.94'
C5	250.00'	30°50'09"	134.55'	N37°06'52"E, 132.93'



SCALE
1" = 100'

LEGEND



RIGHT OF WAY DEDICATION
± 6,315 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL DESCRIPTION

Harper Houf Peterson Righellis Inc.

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS
 250 NW Franklin Avenue, Suite 404, Bend, OR 97703
 phone: 541.318.1161 www.hhpr.com fax: 541.318.1141
 DCO-01 TMW 08/16/2021 PAGE 1 OF 1



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: PUBLIC HEARING and Consideration of Board Signature of Resolution No. 2022-035 Deschutes County 9-1-1 Service District FY 2022-23 Budget Adoption

RECOMMENDED MOTION:

Staff recommends Board adoption of the FY 2022-23 budget as approved by the Budget Committee and Resolution 2022-035.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 23-26, 2022 and fulfilled its statutory obligations by approving the FY 2022-23 Proposed Budget as amended for the Deschutes County 9-1-1 Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2022-23 budget and levies ad valorem taxes.

ATTENDANCE:

Dan Emerson, Budget Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
 ACTING AS THE GOVERNING BODY OF THE
 DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2022-035
Deschutes County 9-1-1	*	
Service District Budget for Fiscal	*	
Year 2022-23.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby adopts the budget for the fiscal year 2022-23 in the total sum of \$28,445,477. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby imposes the ad valorem property taxes provided for in the 2022-23 adopted budget at the tax rate of \$0.3618 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$0.3618/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND	
Public Safety	17,769,397
Transfers	1,750,000
Contingency	<u>4,633,120</u>
Total General Fund	24,152,517

Total District Appropriations	24,152,517
Total Unappropriated and Reserve Amounts	<u>4,292,960</u>
Total District Adopted Budget	28,445,477

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2022-23 fiscal year.

DATED this 22nd day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE DESCHUTES
COUNTY 9-1-1 SERVICE DISTRICT

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, June 29, 2022

SUBJECT: Discussion to review the L3Harris Ten-Year Radio Maintenance Agreement

ATTENDANCE:
Sara Crosswhite and Jonathan Spring, Deschutes County 911



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT For
Board Business Meeting of June 29, 2022

DATE: June 7, 2022

FROM: Sara Crosswhite Deschutes County 9-1-1 541-322-6111

TITLE OF AGENDA ITEM:

Board Adoption and signature of Doc No. DC-2022-524 L3Harris Ten-Year Radio Maintenance Agreement.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

The previous maintenance package with L3Harris was phone support only for technical assistance and we had no on-site support. When there is an issue there is phone/remote support access during normal business hours only. If approval for signature, the new agreement will provide premium technical support and security update installation four times per year. This agreement also includes future planned core and network upgrades. We just completed an upgrade recently and spent capital funds nearly \$500k to cover that cost, which would be avoided with this agreement.

FISCAL IMPLICATIONS:

This is 10 year maintenance agreement with L3 Harris. The contract outlines services to be provided during the tenure of the contract which would total \$174,032.00 a year. This contract allows for consistent and predictable budgeting for the next 10 years. This will also eliminate unexpected capital expenditures, and protect our investment. DC911 account for this contract under maintenance agreements in our FY23-705 budget.

RECOMMENDATION & ACTION REQUESTED:

Request adoption and signature of Document No. DC-2022-524.

ATTENDANCE: Sara Crosswhite and Jonathan Spring Deschutes County 9-1-1

DISTRIBUTION OF DOCUMENTS:

Original to BOCC
Copies to 9-1-1, Legal

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: June 2, 2022

Department: Deschutes County 9-1-1

Contractor/Supplier/Consultant Name: L3Harris Technologies, Inc.

Contractor Contact:

Contractor Phone #:

Type of Document: Service Agreement DC-2022-524

Goods and/or Services: This is a radio systems maintenance agreement between L3Harris Technologies, Inc. and Deschutes County 9-1-1 for support provided to Deschutes County 9-1-1.

Background & History: Attach additional page if needed.

Agreement Starting Date: 07/01/2022

Ending Date: 07/01/2032

Annual Value or Total Payment:

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Kim Morse Phone #: 541-322-6102

Department Director Approval: [Signature] 6/2/22
Signature Date

Distribution of Document: Once signature(s) are obtained, this document should be routed to Kim Morse at Deschutes County 9-1-1. She will then send out copies of the document to Central Oregon Community College for their signature and she will ask that the document be returned to her. Once she receives the signed document, she will route a copy back to BoCC for filing.

Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Director (if under \$25,000)

Legal Review _____ Date _____

Document Number DC-2022-524



SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this April 30, 2022, by and between Deschutes County, Oregon, ("Customer") located at 20355 Poe Sholes Dr Ste 300, Bend, OR 97703 and L3HARRIS TECHNOLOGIES, INC. ("L3Harris"), a Delaware corporation, acting through its Communication Systems Segment located at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (collectively referred to as the "Parties"). This Agreement shall begin on July 1, 2022 ("Commencement Date") and shall continue for a period of ten (10) years ("Term") through July 1, 2032 ("Expiration Date").

This Agreement, along with its sections and attachments listed below, describes the terms and conditions for purchase of Services by Customer as described in this Agreement or other document(s) attached to and made part of this Agreement. In the event of any inconsistencies or conflicts within this Agreement, precedence shall be given to the documents in the order in which they are listed:

SECTION I	SCOPE
SECTION II	SERVICES
SECTION III	GENERAL TERMS AND CONDITIONS
SECTION IV	DEFINITIONS
ATTACHMENT A	EQUIPMENT LIST
ATTACHMENT B	SERVICE DESCRIPTIONS
ATTACHMENT C	CRITICAL SPARES LIST
ATTACHMENT D	POINT OF CONTACT AND NOTICE

I. SCOPE

1. This Agreement contains the terms and conditions for Customer's purchase and L3Harris' delivery of the Services. L3Harris shall provide the Services described in this Agreement, including its attachments. L3Harris' obligations under this Agreement may be performed by L3Harris, its agents, representatives, subcontractors, or any combination thereof, at L3Harris' discretion. In addition to the General Terms and Conditions, the Service Descriptions included in Attachment B may contain terms and conditions specific to that particular Service.
2. At Customer's request and upon L3Harris' approval, L3Harris may also provide Demand Services for additional support beyond the Services.
3. The Services are defined within this Agreement and are limited to only those Services in Section II. ("Services") and further described in Attachment B ("Service Descriptions"). All Services provided under this Agreement are only applicable to the Equipment identified in Attachment A ("Equipment List"). Any Equipment not identified in the Equipment List is excluded from the Services.

II. SERVICES

L3Harris Infrastructure Managed Services Packages	Managed Service
Premium Technical Support (PTS) – 3 rd Party Maint Agreement	Included Infrastructure
Security Update Management Service (SUMS+)	Included Infrastructure
Software Managed Services (SMS)	Included Infrastructure
SMS Installation Service (4xs per year)	Included Infrastructure
Security Update Installation Services (4xs per year)	Included Infrastructure
Annual Preventive Maintenance	Included Infrastructure
Priority TAC 7x24	Included Infrastructure
(1)Planned Core/Network Upgrade	Included Infrastructure



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On-Site Corrective Maintenance (40 hrs. annually)	Included Infrastructure
Obsolescence Protection (Gateway & Consoles)	Included Infrastructure

TERM (Period of Performance)	ANNUAL SUPPORT FEES
Year 1 July 1, 2022 – June 30, 2023	\$174,032.00
Year 2 July 1, 2023 – June 30, 2024	\$174,032.00
Year 3 July 1, 2024 – June 30, 2025	\$174,032.00
Year 4 July 1, 2025 – June 30, 2026	\$174,032.00
Year 5 July 1, 2026 – June 30, 2027	\$174,032.00
Year 6 July 1, 2027 – June 30, 2028	\$174,032.00
Year 7 July 1, 2028 – June 30, 2029	\$174,032.00
Year 8 July 1, 2029 – June 30, 2030	\$174,032.00
Year 9 July 1, 2030 – June 30, 2031	\$174,032.00
Year 10 July 1, 2031 – June 30, 2032	\$174,032.00
TOTAL ANNUAL SUPPORT FEES (10 Years)	\$1,740,320.00

Invoicing Interval X Annually
Purchase Order Required <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*If a Purchase Order (“PO”) is required by Customer, Customer must issue L3Harris a PO before the Commencement Date, otherwise L3Harris may invoice Customer without the issuance of a Customer PO.

III. GENERAL TERMS AND CONDITIONS

1. SUPPORT.

- a. Subject to the terms and conditions of this Agreement, L3Harris agrees to perform Services during the Term for the Support Fees, as may be amended from time to time in accordance with this Agreement. Services shall be provided for the Equipment at the Customer site(s) described in Attachment A (“Equipment List”) and, unless agreed otherwise in writing, L3Harris shall not be obligated to provide Services for any products, equipment, hardware, software, site(s), or systems not identified in Attachment A (“Equipment List”).
- b. L3Harris may supply new, used, reconditioned or substitute parts for the performance of Services. L3Harris shall provide Services at levels set forth in the manufacturer's product manuals and follow routine service procedures prescribed by L3Harris.
- c. If Customer purchases additional equipment from L3Harris, then that equipment must be added to the Equipment List by a mutually agreed upon Amendment to this Agreement for L3Harris to provide Services for that new equipment. The Amendment must also amend Section II. (“Services”) to account for the cost of providing Services for the additional equipment.
- d. If Equipment cannot, in L3Harris’ reasonable opinion, be properly or economically serviced for any reason, the Parties may agree upon a mutually agreed to Amendment to i) remove that Equipment from this Agreement or ii) modify the scope of Services related to that Equipment or iii) increase the price of providing Services for that Equipment.
- e. As a Demand Service, inspect and repair out of specification Equipment, as applicable, before the Services of this Agreement commence.



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2. DEMAND SERVICES.

- a. **Demand Services Fees.** At Customer's request and upon L3Harris' approval, L3Harris may provide Demand Services for an additional fee. L3Harris shall provide a written quote for such Demand Services based upon the circumstances known at the time of the request and L3Harris shall perform such Demand Services only once the Parties have mutually agreed upon the scope and fees for such Demand Services.
- b. **Writing Required.** Any Demand Services that L3Harris agrees to perform shall be clearly defined in a properly executed Amendment to this Agreement, purchase order, or separate agreement between the Parties.
- c. **Emergency on Demand.** L3Harris may provide Demand Services in a manner not consistent with the requirements in this Section in an emergency, on a case-by-case basis, and at L3Harris' sole discretion.
- d. **Excluded Services.** If Customer requests L3Harris to provide any Excluded Services listed in this Agreement, such Excluded Services will be considered Demand Services and will only be provided in accordance with this Section.

3. CONDITIONS OF SERVICE.

L3Harris' obligations to perform the Services are conditioned upon the below conditions being met by Customer. Customer shall:

- a. ensure Equipment is in good working order as of the Commencement Date and continues as such during the Term. Customer shall ensure Equipment is maintained per the recommended manuals. In addition to the Support Fees, Customer shall pay for Demand Services for any inspections performed by L3Harris to ensure Equipment is in good working order.
- b. work together with L3Harris to establish and maintain an Equipment List which will include serial numbers, if applicable, of all Equipment under this Agreement.
- c. notify L3Harris, promptly, of any Equipment failure or when any Equipment is lost, damaged, stolen, or taken out of service. L3Harris will respond to Customer's notification in a manner consistent with the Services of this Agreement.
- d. obtain and maintain all necessary permits required by Federal, state, tribal, or local governmental authority related to the Equipment and Services of this Agreement and remain in compliance with all such laws, rules, and regulations.
- e. purchase any necessary Hardware or upgrades, at Customer's expense, that may be necessary for the Services.
- f. not modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3harris with such Software Update or unless the prior written consent of L3Harris is obtained.
- g. not create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- h. meet all General Customer Obligations and satisfy all Customer's requirements under this Agreement.

4. SITE ACCESS, RESPONSE TIMES.

- a. If applicable, Response Times described in this Agreement assume that the Equipment is accessible by normal transportation methods and vehicles. On-site Response Time



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requirements exclude site locations that may require extensive drive time due to traffic conditions or site locations where specialized vehicles are required.

- b. Waivers of liability from L3Harris or its subcontractors will not be imposed as a site access requirement.
- c. Unless otherwise stated in this Agreement, the Support Fees exclude any charges or expenses associated with helicopter, snow vehicle, ATV, boat, or other atypical access requirements; if these charges or expenses are reasonably incurred by L3Harris in rendering the Services, Customer agrees to reimburse L3Harris for those charges and expenses.
- d. Customer will be billed separately, as Demand Services, for time lost or changes in the Services due to any delay caused by Customer's action or inaction.

5. EXCLUDED SERVICES.

Only the Services in Section II. ("Services"), as further described in Attachment B ("Service Descriptions"), shall be provided. The Services shall not include exclusions defined in other parts of this Agreement. Unless purchased by Customer and listed as Services under Section II. Services of this Agreement, Excluded Services are the following services excluded from the Services of this Agreement:

- a. receiving Services for items not set out in Attachment A ("Equipment List") of this Agreement; or Equipment that has reached End of Life ("EOL") or End of Support ("EOS") or Equipment for which parts are not available.
- b. receiving Services at a location other than the site(s) or location(s) listed in Attachment A ("Equipment List") of this Agreement.
- c. correction of faults due to Customer's failure to meet its obligations outlined throughout this Agreement.
- d. correction of faults, defects, or damage caused by any of the following: i) Customer's modification, neglect, or misuse of the Equipment; ii) use other than in the normal, customary, intended, and authorized manner, or use not in compliance with applicable industry standards or OEM specifications; iii) excessive wear and tear, abuse, vandalism, theft or other criminal activity, accident, disaster, fire, flood, water, weather or environmental conditions, liquids, power surges, acts of God; iv) acts or omissions or delays by Customer or Third-Party; v) work performed on Equipment by Customer or Third-Parties who are not authorized by L3Harris to perform such work; or vi) force majeure event not otherwise described within this Section.
- e. correction of faults in any equipment (whether or not supplied by L3Harris) not covered by this Agreement.
- f. cleaning, painting, refinishing, or other cosmetic improvement of the Equipment.
- g. relocation or transportation of Equipment, or the rectification of any faults caused by such relocation or transportation, unless where such relocation or transportation of Equipment was performed by L3Harris as a Service under this Agreement or other properly executed agreement between the Parties.
- h. receiving any software unless expressly provided for as a Service under this Agreement.
- i. implementation of changes to the Equipment or configurations which were not a requirement of the specifications for the Equipment listed in this Agreement or otherwise committed to by L3Harris in a properly executed agreement between the Parties.



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- j. correction of any fault which would be remedied by a software or routine maintenance or repair which is required by the specifications for the Equipment.
- k. service for accessory items or items that are consumed in the normal operation of the Equipment such as: batteries, uninterruptable power supplies (“UPS”), belt attached objects such as clips and holsters, battery chargers, personal audio interfaces such as footswitches or ear pieces, headsets, keypads, fuses, knobs, lanyards, or labels.
- l. services for custom or special products; modified Equipment or software; upgrading or programming Equipment.
- m. repair or maintenance of any transmission path or transmission medium for voice or data radios including antennas, dishes, masts, tower top amplifiers, transmission lines, tower or tower lighting.
- n. tower climbs or services for i) any Equipment mounted on towers or telephone lines, ii) computer networks, iii) the internet, or iv) Equipment malfunction caused by a transmission medium.
- o. installation of software, Software Updates, or Security Updates unless such installation is L3Harris’ responsibility and falls within the defined Services of this Agreement. See SUMS+ Installation and/or SMS Installation, if applicable.
- p. receiving system configuration documents or system audit.
- q. training.
- r. hardware upgrades unless such hardware upgrades are L3Harris’ responsibility and falls within the defined Services of this Agreement. See Planned Network Upgrades and/or Obsolescence Protection, if applicable.
- s. additional services such as data backup, line sweeps, or taking readings or performing services beyond those listed in the Preventive Maintenance L3Harris Table, if applicable, or this Agreement.
- t. repairs at the Customer location. See On-Site Corrective Maintenance, if applicable. In the event L3Harris deems Equipment is capable of being repaired at the Customer location, L3Harris may do so in its reasonable discretion.
- u. initial installation or configuration of any software, or installation of multiple revisions of software to catch up to a more recent software release, or to roll back to a previous software release, or any configuration changes. Note, this installation or configuration is neither included in SUMS+, SMS, nor VIDA Secure Sentry Installation Services.
- v. software installation on Equipment unless targeted by the L3Harris Software Update or L3Harris Operating System Patch and as per the SUMS+ Installation, SMS Installation, and/or VIDA Secure Installation Service Descriptions, as applicable.

6. GENERAL CUSTOMER OBLIGATIONS.

Customer acknowledges that receipt of the Services and the amount of the Support Fee described in this Agreement are dependent on the prompt and proper performance of the Customer fulfilling the requirements under Conditions of Service and its obligations under this Agreement. Obligations require that Customer shall:

- a. ensure that all necessary clearances, escorts, ID cards, network access requirements including custom software or security credentials, or other requirements, have been provided to L3Harris, in advance of a L3Harris’ technician(s)’ visit, to allow prompt access



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to any Equipment requiring Services that may be located in a secured or limited access area under Customer's or Third-Party's control. Customer shall not restrict L3Harris access to the site(s) or prevent L3Harris from performing the Services under this Agreement on the basis that Customer does not have a L3Harris Certificate of Insurance ("COI") on file or in Customer's possession.

- b. provide L3Harris, at no charge, full and free access to the Equipment and an appropriate non-hazardous work environment located in the Equipment's physical location which should include, at a minimum, unlimited access, adequate shelter, heat, light, ventilation, electric current and outlets, and local wireless and telephone access for L3Harris' use in the Equipment's physical location.
- c. provide all information or services (including, but not limited to inventory/audits) under Customer's control relevant or pertaining to L3Harris' Services and/or pertaining to the Hardware and software elements of any system with which the Equipment is interfacing so that L3Harris may perform its Services.
- d. replace defective Equipment with a Critical Spare where required and promptly ship the defective Equipment to L3Harris in accordance with L3Harris' directions.
- e. ensure that the personnel responsible for carrying out the General Customer Obligations outlined in this Section are suitably qualified, authorized, trained and/or experienced.
- f. maintain a suitable environment for the operation and maintenance of the Equipment (including without limitation power supply, temperature and humidity control) in accordance with normal industry practices, and as set out in the published data sheets, manuals, or other written instructions for the Equipment.
- g. provide L3Harris with all cooperation to facilitate the efficient discharge of L3Harris' Services under this Agreement including, without limitation: i) providing the necessary physical and virtual access to the site(s) and the Equipment; ii) ensuring the site(s) comply with all relevant health and safety codes; and iii) providing, on request, a suitably qualified or informed representative, agent, or employee to accompany L3Harris personnel and to advise L3Harris on access or on any other matter within the Customer's knowledge or control which will assist L3Harris in performing the Services under this Agreement.
- h. ensure systems backups (including all programs and data) and Equipment configuration records are kept up to date.
- i. install the Operating System Patches, as applicable under SUMS+, in the order of receipt and release from L3Harris. If Customer purchased SUMS+ Installation as part of the Services of this Agreement, L3Harris will install the Operating System Patches in accordance with the SUMS+ Installation Services of this Agreement.
- j. install the Software Update, as applicable, in accordance with the L3Harris provided Software Update installation instructions found within the Software Release Notes from L3Harris. If Customer purchased SMS Installation as part of the Services of this Agreement, L3Harris will install the L3Harris Software Updates in accordance with the SMS Installation Services of this Agreement.
- k. complete the Operating System Patches process on the target devices (e.g. rebooting the target devices) by following the instructions accompanying each Operating System Patches, as applicable under SUMS+.
- l. provide primary power source, PABX and PSTN connections or lines, radio frequency coverage performance after coverage verification test acceptance, suitable inter-site and inter node links, and further installation of the Equipment at the sites.



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- m. provide secure and adequate facilities adjacent to or in reasonable proximity to the Equipment for the storage by L3Harris of tools and other items necessary to perform the Services. Customer shall permit L3Harris to have access to such storage facilities at all times.
- n. maintain confidentiality of any logon(s) and password(s) required to access Equipment or Services. Access to Tech-Link is only permitted for current Customer employees or contractors. Customer must manage and remove access rights for departing employees (for example by changing passwords) and L3Harris shall not be liable for any loss or damage incurred by Customer due to Customer's failure to comply with this clause.
- o. cooperate with L3Harris and perform all efforts that are necessary to enable L3Harris to provide the Services to Customer.
- p. ensure L3Harris can perform Services in a continuous effort.
- q. waive Services, without reimbursement, for Services when L3Harris does not have access to provide the Services or when L3Harris is unable to provide Services due to Customer's or Third-Party's action or inaction.
- r. provide L3Harris with at least two (2) Points of Contact, as described in Point of Contact Section of this Agreement.
- s. require at least one Point of Contact be available twenty-four (24) hours per day, seven (7) days per week with an escalation procedure to enable Customer's personnel to maintain contact, as needed, with L3Harris.
- t. perform and provide proof of performance of all routine and Preventive Maintenance and updates to software and Hardware as recommended in Equipment manuals unless such Preventive Maintenance is L3Harris' responsibility and falls within the defined Services of this Agreement.
- u. provide L3Harris a response to Summary Reports within thirty (30) days of receipt.
- v. reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update, if Customer makes backup copies of any Software Update, and label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris.
- w. not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update, or unless the prior written consent of L3Harris is obtained.
- x. not, under any circumstances, create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- y. decide whether to install or not install Software Updates, Operating System Patches, and/or VIDA Secure Sentry, as applicable, based on the risks and benefits involved and waive all L3Harris liability for such decision.
- z. provide L3Harris or L3Harris subcontractor the Software Updates and/or Operating System Patches for installation, if applicable.
- aa. comply with the L3Harris schedule for the performance of Services.
- bb. keep Equipment current and compliant with all regulatory agencies' and manufacturers' agreements, manuals, and licenses.



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7. SERVICE REQUEST PROCEDURE.

Customer shall:

- a. require their users report issues to a designated Customer's Point of Contact.
- b. require its Point of Contact to provide Notice to L3Harris when there is any activity or inactivity that impacts the system, Equipment, or Services including system configuration changes.
- c. provide the software and interface cables or allow L3Harris the time needed to acquire such items, as needed to perform the Services on the Equipment.
- d. compile Equipment into a central location before Services are provided, as directed by L3Harris.
- e. submit a Service Request as set out in this Section of this Agreement with additional descriptions in Attachment B ("Service Descriptions").
- f. immediately after making a Service Request for L3Harris support, provide L3Harris, where possible, with an example of the relevant defect or error.
- g. keep L3Harris fully informed with up to date Equipment, site(s), and configuration details for the Equipment, including without limitation Equipment serial numbers, locations, contact information, and site personnel qualified to submit a Service Request.
- h. have personnel with sufficient Equipment related training to be able to i) carry out basic operating system housekeeping, ii) work through complex procedures with remote guidance provided by L3Harris, and iii) carry out procedures as outlined by L3Harris within a reasonable time after such procedures have been received from L3Harris.
- i. provide a mutually agreed form of communications link for remote diagnostics and promptly grant access rights to L3Harris and its subcontractors when required.
- j. maintain and make available the required type and number of Customer owned and managed Critical Spares in accordance with this Agreement.
- k. approve or disapprove additional charges L3Harris estimates are required to perform repairs or replace the Equipment within five (5) business days from the date of the estimate. If Customer disapproves the additional charges, Customer shall pay a Diagnostic Fee.
- l. pay additional costs for Demand Services for additional efforts including Equipment aggregation management, delays in work, software or cable interface acquisition for non-L3Harris equipment, configuration or software changes, or repairs.

8. FEES AND PAYMENT TERMS.

- a. Customer shall pay the Support Fees for Services and the Demand Services Fees for Demand Services.
- b. L3Harris reserves the right to increase the Support Fees as Equipment is added or if Customer requests an increased level of service, or if there is any other variation requested by Customer to this Agreement.
- c. Except as expressly provided in this Agreement, L3Harris may revise its Support Fees at any time by giving Customer notice not less than ninety (90) days before the rate change, provided that the revised rates are mutually agreed upon in writing. If the revised rates are not mutually agreed upon by the Parties within the ninety (90) day Notice period, L3Harris may terminate this Agreement in accordance with Section III.9. ("Term and Termination").



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- d. Payment terms shall be net thirty (30) days from the date of invoice. Support Fees will be billed in advance and in accordance with Section II. (“Services”).
- e. All fees payable under this Agreement are exclusive of sales, use, value added, goods and services taxes, or any customs, import or export duties, and should any such fees arise, these shall be payable by Customer. Where appropriate, such taxes will be added to the invoice, billed as a separate item, to the extent possible, and paid by Customer unless Customer provides L3Harris with evidence of payment or certificate of exemption.
- f. To the fullest extent permissible by law, Customer waives its right of set-off. No payment is considered received until L3Harris has received cleared funds.
- g. If Customer is overdue with any payment then, without prejudice to any other right or remedy available to L3Harris; i) Customer shall be liable to pay interest on the overdue amount at the rate of one and one-half percent (1.5%) per complete month until L3Harris has received payment of the overdue amount together with interest that has accrued; and ii) L3Harris may suspend contractual performance and/or exercise a lien over Equipment and any items returned for repair or replacement until Customer has made such overdue payment in full.

9. TERM AND TERMINATION.

- a. The Term of this Agreement shall begin on the Commencement Date and shall continue through the Expiration Date as indicated in this Agreement.
- b. In the event of: i) Customer’s material breach because Customer fails to make any payment within thirty (30) days of the date of invoice, or ii) any other material breach of this Agreement by Customer which shall continue for thirty (30) or more days after Notice of such to Customer, L3Harris shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity and either: i) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or ii) terminate this Agreement by written Notice to Customer if the breach remains uncorrected.
- c. In the event of a material breach of this Agreement by L3Harris, Customer shall provide L3Harris with a reasonably detailed Notice of the breach. L3Harris will have thirty (30) days to provide a written plan to cure the default and begin implementing the cure plan immediately after the plan is approved by Customer. Customer shall not unreasonably disapprove of such cure plan. If L3Harris does not satisfy the requirements of this clause, Customer may terminate this Agreement effective upon giving a thirty (30) days’ written Notice of termination.
- d. If L3Harris, in its sole discretion, provides Services after the termination or Expiration Date of this Agreement, and if Customer accepts the Services, the terms and conditions in effect at the time of the termination or Expiration Date will apply to those Services and Customer agrees to pay for such as Demand Services.
- e. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to L3Harris will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, L3Harris will have no further obligation to provide Services.

10. CRITICAL SPARES.

- a. L3Harris requires Customer to purchase and store at the site (or other location agreed in writing between the Parties) the Critical Spares set out in Attachment C (“Critical Spares List”), of this Agreement. From time to time L3Harris will require Customer to purchase



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and store at the site additional Critical Spares, as L3Harris considers necessary for effective delivery of the Services.

- b. L3Harris will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of Customer to comply with the previous clause regarding the Critical Spares.

11. SPARE PARTS, SUBSTITUTION, END OF PRODUCTION.

- a. If Spare Parts are required to obtain Services, Customer shall be responsible for the purchase of Spare Parts in addition to the Customer's Critical Spares. L3Harris may, at Customer's request and in L3Harris' sole discretion, assist Customer in determining an inventory of suggested Spare Parts.
- b. L3Harris will generally support provisioning of its Equipment for a period of five (5) years after final production. L3Harris will endeavor to provide six (6) months advance notification of the final production date. Advance notification may be provided by L3Harris through any manner L3Harris deems appropriate. This may include notification through a(n): end-of-life notice, customer mailing, Tech-Link notice, letter, memo, or Amendment. L3Harris will utilize commercially reasonable efforts to assure its Equipment availability and shall not be liable to Customer for Equipment obsolescence or Equipment unavailability under this Agreement beyond L3Harris' commercially reasonable efforts. L3Harris may replace or repair Equipment with new or substitute products or parts, at its sole discretion, based on L3Harris' business needs.
- c. Third-Party Equipment and Third-Party Support Agreements (relative to the Third-Party Hardware) will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Spare Parts, Third-Party Equipment, and/or Third-Party Support Agreements are available for sale to Customer (at Customer's expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Spare Parts and Third-Party Equipment obsolescence or Third-Party Spare Parts and Third-Party Equipment and/or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts.
- d. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required Third-Party Support Agreements; replacement parts or replacement equipment of any Spare Part or Equipment that has become obsolete or unavailable.

12. CONFIDENTIALITY.

- a. Nothing in this Agreement shall affect any related non-disclosure agreement between the Parties or other contractual obligations of confidentiality, which will continue in full force and effect and will apply to the subject matter of this Agreement. Customer shall not disclose Confidential Information to any Third-Party disclosed by L3Harris under or in relation to this Agreement.
- b. Each Party undertakes not to (and to procure that its employees and contractors will not) divulge the terms and conditions of this Agreement or any information of a confidential nature, including but not limited to Confidential Information, disclosed to it by the other, whether oral or written, and shall not use such information except as contemplated by this Agreement.
- c. The Party's obligations within this Section shall cease to apply to information which:
 - i. is or becomes part of the public domain without violation of this Agreement;



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- ii. is known and on record at the receiving Party before disclosure by the disclosing Party;
- iii. is lawfully obtained by the receiving Party from a Third-Party without similar restrictions to those herein contained;
- iv. is developed by the receiving Party completely independently of any such disclosure by the disclosing Party;
- v. is required to be disclosed by competent government or regulatory agencies, court or stock exchange provided, however, that the receiving Party shall notify the disclosing Party as soon as lawfully and practically possible of the requirement to make such a disclosure.

13. HEALTH, SAFETY, AND OTHER LAWS/REGULATIONS.

- a. Each Party shall comply with all relevant Health and Safety laws and regulations in all respects in relation to its obligations under this Agreement (including without limitation a safe working environment and methods of working), and each Party shall indemnify the other Party in respect of all costs, liabilities, damages or expenses incurred as a result of any failure to do so. In the event a work site or Equipment location is determined by L3Harris to pose a safety or health threat, L3Harris may cancel or suspend the Services without penalty and until threat no longer exists.
- b. L3Harris will comply with applicable Federal, State, and local laws and regulations as of the date of this Agreement which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, Services provided, and the manufacture in L3Harris' facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment and Services will be equitably adjusted to compensate L3Harris for the cost of compliance with laws or regulations related to this Agreement.

14. EXCLUSIVITY.

- a. Customer shall only permit maintenance, repairs, additions, adjustments, or alterations to Equipment by a Third-Party with the prior written consent of L3Harris.
- b. In the event Customer effects maintenance, repairs, additions, adjustments, or alterations to the Equipment, Customer represents, warrants and agrees to use only L3Harris approved parts and procedures as directed by L3Harris for the operation of the Equipment. Note that the Customer makes such maintenance, repairs, additions, adjustments, or alternations at its own risk and such actions may cause Services to such Equipment to be excluded.

15. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS.

- a. All patents, trademarks, service marks, or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, specifications, drawings, technical information, know-how and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world ("IPR") arising under this Agreement, except to the extent that they comprise or incorporate IPR supplied by Customer, shall, as between the Parties, vest in and be owned by L3Harris absolutely and Customer shall acquire no right, title, or interest therein.



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- b. Any computer program, firmware, or other software forming part of the Equipment or supplied by L3Harris to Customer pursuant to this Agreement shall remain the exclusive property of L3Harris (or its licensee) and such software shall, unless otherwise agreed in writing, be licensed to Customer under the license terms applicable to the Equipment, software, or systems to which they relate.
- c. Unless otherwise indicated, information provided to Customer via Tech-Link is copyrighted by and proprietary to L3Harris and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use, or otherwise used in whole or in part in any manner without L3Harris' prior written consent.
- d. All Software Updates and Security Updates shall be made available to Customer Point of Contact. In addition, each Software Update shall contain at least one (1) set of Software Release Notes. In the event any software media incurs damage while being made available from L3Harris to Customer Point of Contact, then L3Harris shall provide replacements to Customer at no additional charge.
- e. Customer agrees that if it makes any backup copies of any Software Update supplied by L3Harris, Customer will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update and will label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris. Nothing herein grants Customer any right to sublicense any software included in a Designated System or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.
- f. Customer agrees not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update or unless the prior written consent of L3Harris is obtained. Under no circumstance shall Customer create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- g. Third-Party Software and Third-Party Support Agreements (relative to the Third-Party Software) will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Software and Third-Party Support Agreements are available for sale to Customer (at Customer's expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Software obsolescence or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required (and if available) Third-Party Support Agreements or Software of any Software that has become obsolete or unavailable.
- h. Nothing herein grants Customer any right to sublicense any software included as part of the Equipment or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.

16. FORCE MAJEURE.

L3Harris shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to a Force Majeure Event as defined in this Agreement. In the event such delays or failures interrupt L3Harris' Services to Customer, L3Harris shall promptly notify Customer of the circumstances and the anticipated delay. Subject to L3Harris promptly notifying Customer in writing of the reason for and likely duration of the delay, the performance of L3Harris' obligations, to the extent affected by the delay, shall be



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suspended during the period that the cause persists provided that L3Harris shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within ninety (90) days of that Notice the Customer may at any time thereafter, but in any event before resumption of obligations by L3Harris, by Notice terminate the affected portion of this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained shall be construed to constitute the Parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no Party may act for or bind another Party in any dealings with a Third-Party.

18. DISPUTES.

The Parties shall attempt to resolve in good faith any disputes arising under or in relation to or in connection with this Agreement or its subject matter. If good faith negotiations between the Parties fail to resolve the dispute then, before issuing court proceedings, the Parties shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts.

19. JURISDICTION.

The construction, validity, and performance of this Agreement shall be governed and interpreted by the laws of the State of Oregon, excluding its rules pertaining to conflict of laws. L3Harris consents to the personal jurisdiction of the state and federal courts within the State of Oregon. Venue for any legal proceedings shall be in any state or federal court in the State of Oregon, and the Parties waive all objections based on venue or forum non conveniens with respect to this Agreement.

20. WAIVER OF JURY.

By entering into this Agreement, L3Harris and Customer hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

21. POINT OF CONTACT.

- a. Customer shall appoint two or more individuals to each be a Point of Contact who will interface between the Customer and its employees and L3Harris.
- b. Customer shall ensure each Point of Contact is an individual with sufficient technical expertise to be able to interact knowledgeably with L3Harris' technical support personnel.
- c. Names; contact information; and areas of specialty, if applicable, for each Point of Contact will be provided by Customer and attached as Attachment D ("Point of Contact and Notice"), to this Agreement.
- d. Customer shall provide Notice to L3Harris of any changes to Point of Contact information and shall submit a new Attachment D ("Point of Contact and Notice") within ten (10) business days of any significant modifications.

22. NOTICE.

Notices between the Parties shall be transmitted in writing by certified mail nationally recognized overnight courier service to the Parties at the addresses set forth in Attachment D ("Point of Contact and Notice") of this Agreement and shall be deemed effective upon receipt by the receiving Party. Either Party may change its address by giving Notice in writing thereof to the other Party.



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23. WARRANTY.

- a. Any warranty provided outside this Agreement will take precedence for Equipment covered by such a warranty.
- b. SERVICE WARRANTY. ALL SERVICES PROVIDED THROUGH THIS AGREEMENT SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, L3HARRIS HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT OR ACCURACY, (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED TO NINETY (90) DAYS.
- c. CUSTOMER REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY UNDER THIS AGREEMENT SHALL BE, AT L3HARRIS' OPTION, RE-PERFORMANCE OF THE SERVICES, TERMINATION OF THIS AGREEMENT, REMOVAL OF THE AFFECTED EQUIPMENT FROM THE EQUIPMENT LIST, REPLACEMENT OF THE EQUIPMENT AT ISSUE, AS APPLICABLE, CESSATION OR MODIFICATION OF THE APPLICABLE SERVICES AND RETURN OF THE PORTION OF THE SUPPORT FEES PAID TO L3HARRIS BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.
- d. REPAIR WARRANTY. ANY REPAIRED OR REPLACEMENT EQUIPMENT FURNISHED THROUGH SERVICES OF THIS AGREEMENT SHALL BE WARRANTED FOR THE REMAINING AND UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD FOR THAT PART OR EQUIPMENT, OR NINETY (90) DAYS, WHICHEVER IS GREATER. ANY ORIGINAL WARRANTY PERIOD SHALL NOT BE EXTENDED. WHERE A FAILURE CANNOT BE CORRECTED BY L3HARRIS THROUGH COMMERCIALY REASONABLE EFFORTS, L3HARRIS WILL REFUND TO BUYER THE FEES PAID FOR THE REPAIRED OR REPLACED EQUIPMENT LESS DEPRECIATION.
- e. L3HARRIS MAY REPLACE OR REPAIR EQUIPMENT WITH NEW OR SUBSTITUTE PRODUCTS OR PARTS, AT ITS SOLE DISCRETION, BASED ON L3HARRIS' BUSINESS NEEDS.

24. LIMITATION OF LIABILITY.

- a. Nothing in this Agreement shall limit L3Harris' or its suppliers, agents, subcontractors, representatives' liability for personal injury or death caused by its negligence.
- b. L3Harris' liability to Customer or to any Third-Party arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort (including, without limitation, negligence) or otherwise shall be limited to the greater of i) amounts paid or payable by Customer to L3Harris for the applicable Services during the six (6) months preceding the event or circumstances giving rise to such liability or ii) one hundred thousand (\$100,000) US dollars. The liability of L3Harris shall be cumulative and not per incident.



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- c. Subject to the exceptions set forth in this Section, in no event shall L3Harris or its suppliers, agents, subcontractors, representatives be liable for any incidental, special, punitive or consequential damages, lost profits or lost or damaged data, or any indirect damages, whether arising in contract, tort (including negligence) or otherwise even if such losses or damages were foreseen, foreseeable, known or otherwise.

25. COVERAGE, INTERFERENCE, AND THIRD-PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon L3Harris unless reduced to a writing signed by an authorized representative of L3Harris and made a part of this Agreement. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of L3Harris such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. L3Harris cannot be responsible for interference or disruption of Services caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Customer's expense) of corrective devices adapted for locations and installations. L3Harris may, at Customer's request and at Demand Services, investigate interference reported by Customer, and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Customer utilizes facilities or services supplied by others such as common carrier services or shared services, L3Harris shall have no responsibility for the availability or adequacy of any such facilities or services.

26. INSURANCE.

L3Harris shall obtain and at all times during the Term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State(s) in which Customer's facilities are located, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary and evidenced by a Certificate of Insurance ("COI"), upon Customer's request.

27. SUBCONTRACTORS.

- a. L3Harris may subcontract Services in whole or in part. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory by L3Harris, L3Harris will arrange for continuing Services or Demand Services by qualified technicians for the duration of this Agreement.
- b. L3Harris shall not be liable for any work performed by a subcontractor, unless such subcontractor is performing work under L3Harris' direction and pursuant to a mutually executed agreement between L3Harris and the Customer.
- c. During the Term of this Agreement and continuing for a period of two (2) years after, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any Third-Party, any employee of L3Harris, or its subcontractors without the prior written authorization of L3Harris. This condition applies only to those employees of L3Harris or its subcontractors who are responsible for rendering Services under this Agreement. Customer shall not, however, be prohibited from employing any such person who contacts Customer on his or her own initiative and without any direct solicitation.

28. GENERAL.



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- a. The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of such provision and shall in no way affect the right later to enforce the terms and conditions. All waivers must be provided in writing by the Party waiving their rights under this Agreement.
- b. This Agreement cannot be amended, modified or any provisions waived orally. The Parties must execute an Amendment for any changes, amendments, or modifications to be effective.
- c. If any part or parts of this Agreement are held illegal, invalid, or unenforceable by any court or administrative body of competent jurisdiction, such determination shall not affect the legality, validity, or enforceability of the remaining parts of this Agreement which shall remain in full force and effect. Where available, the Parties shall use commercially reasonable efforts to agree upon a new stipulation resembling the invalid one in commercial purpose and effect.
- d. This Agreement may not be assigned by either Party without the consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, L3Harris may: i) assign all its rights, obligations and liabilities under this Agreement to any subsidiary or parent company; or ii) assign its rights to monies due or payable under this Agreement; provided, that, L3Harris shall provide Customer with Notice of any such assignment. L3Harris' assignment of monies due or payable under this Agreement will not relieve L3Harris of any obligations or responsibilities to Customer hereunder.

29. MERGER/ENTIRE AGREEMENT.

This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior implied, oral, or written communications between the Parties. There are no conditions, understandings, agreements, representations or warranties expressed or implied, that are not specified herein.

IV. DEFINITIONS

- 1. **AMENDMENT.** Means a written order, signed by both Parties, that amends, modifies, or waives any terms and conditions and/or Services of this Agreement.
- 2. **BUSINESS HOURS.** Means the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday excluding, national, state, and local holidays. Local time and local holidays are based on where the Customer's site(s) are located.
- 3. **COMMENCEMENT DATE.** Means the date on which the Term of this Agreement begins as outlined in this Agreement.
- 4. **CONFIDENTIAL INFORMATION.** Means all pricing, software, technical, and IPR, commercial, financial, proprietary, trade secret, or other information and materials concerning the business and affairs of L3Harris.
- 5. **CRITICAL SPARES.** Means the Spare Parts a Customer is required to have on site at all times, as described in this Agreement and listed in Attachment C ("Critical Spares List").
- 6. **DEMAND SERVICES.** Means service requests beyond the scope of this Agreement. Demand Services may be performed for an additional cost, as determined by L3Harris. The installation, maintenance, repair, removal, reinstallation, and/or replacement of equipment not associated with the Services as defined in this Agreement shall be considered Demand Services. L3Harris has the right to reasonably refuse to provide Demand Services. Work performed outside of Business Hours



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may be considered Demand Services. Time lost or changes in the Services due to any delay caused by Customer's action or inaction may be considered Demand Services.

7. **DESIGNATED SYSTEM(S).** Means the L3Harris system(s) purchased by Customer and identified in Equipment List. The Designated System does not include excluded products or other systems to which the Designated System may be linked.
8. **DIAGNOSTIC FEE.** Means the fee that is charged if Customer disapproves charges to repair and/or replace Equipment upon L3Harris' determination for repair or replacement of Equipment, as per applicable service in Attachment B ("Service Description"). L3Harris will charge Customer a Diagnostic Fee based on the repair facility used and return the unrepaired Equipment to Customer.
9. **EMERGENCY CALLS.** Means calls received by L3Harris from Customer for Priority Technical Support (PTS) or Preferred Technical Support, as applicable, because of the Designated System being partially or completely off the air.
10. **EQUIPMENT.** Means the Hardware, Platform, software, and Designated System(s), for which Services are to be provided under this Agreement as identified exclusively and expressly outlined in the Equipment List attached to this Agreement as Attachment A ("Equipment List").
11. **EXCLUDED SERVICES.** Means the services specifically excluded in this Agreement as outlined within the Excluded Services of this Agreement, or other exclusions defined additionally in other parts of this Agreement.
12. **FORCE MAJEURE EVENT.** Means any event or circumstance or combination of events or circumstances that: i) is beyond the reasonable control of the affected Party; ii) could not have been mitigated, avoided, or prevented through the exercise of reasonable care and precautions; and iii) materially and adversely affects the performance by such Party of all or a part of its obligations under or pursuant to this Agreement. Force Majeure Events include but are not limited to acts of God, acts of government, war (declared or undeclared), insurrection, acts of terrorism, fires, severe weather, floods, earthquakes, epidemics, pandemics (including but not limited to COVID-19), quarantines, strikes, labor disputes, blackouts, embargoes, natural disaster, emergency conditions incompatible with safety or good quality workmanship, invasion, armed conflict or act of foreign enemy, blockade, revolution, rebellion, riot, civil commotion, sabotage; radioactive contamination or ionizing radiation; labor or material shortages that could not have been reasonably foreseen; any changes in law, including changes in tax laws; any lightning, hurricane, drought, tsunami, monsoon, tempest, storm, cyclone, volcano, mudslide, typhoon, tornado, or other unusually severe weather or act of nature; explosion or chemical contamination; any blight, famine, plague; any transportation accidents; suspension of flight operations due to inclement weather; delays of suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both L3Harris and its supplier, or any similar unforeseen event that renders performance commercially implausible.
13. **HARDWARE.** Means, collectively, Infrastructure Hardware.
14. **INFRASTRUCTURE.** Means the i) Radio Frequency (RF) site (consisting of only a duplexer, combiner, multicoupler, channels, Internet Protocol (IP) channel routers with interface cards, Network Sentry, Unified Audio Card (UAC), and Mini-Mobility Exchange (MME); ii) the dispatch site (consisting of only IP consoles, IP console switches, IP console routers, IP console internal interface cards, and IP console power supplies; or iii) VIDA Core equipment (consisting of only the VIDA Core IP server, storage array, IP router, backup device, firewall, fault management data collection device, and network management pc interface). Infrastructure and respective quantities are specifically itemized in the Equipment List.



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15. **INFRASTRUCTURE HARDWARE.** Means the equipment, goods, and materials for the Infrastructure.
16. **L3HARRIS LICENSED PROGRAMS.** Means all L3Harris software programs and associated documentation nonexclusively licensed to Customer by L3Harris for use solely with the Designated System(s).
17. **NON-L3HARRIS INFRASTRUCTURE.** Non L3Harris Infrastructure may comprise of the following: microwave or data transport system components (such as microwave, fiber, multiplexors, and routers), logging recorders, timing receiving or generation systems, towers, tower top amplifiers, shelters, fences, landscaping, dehydrators, fuel tanks, alternating or direct current power systems (uninterruptible power supply (UPS), bi-directional amplifiers (BDAs), monitors, inverters, converters, generators, or feeds), heating ventilation air conditioning (HVAC), fire suppression, and/or other environmental monitoring or affecting systems. Non-L3Harris Infrastructure and respective quantities for which Services will be provided are specifically itemized in the Equipment List.
18. **ON-SITE CORRECTIVE MAINTENANCE.** Means investigation of a Customer-reported problem at Customer's location after remote diagnostics are made and repair or replacement of Equipment, if necessary, using Customer purchased Spare Parts.
19. **OPERATING SYSTEM PATCHES.** Means modifications made by vendors of Third-Party Software Products to address issues or provide Security Updates.
20. **OPERATING SYSTEM PATCH DISTRIBUTION.** Means providing Operating System Patches to which the Customer is entitled under this Agreement for the Security Update Management Service (SUMS+), if applicable.
21. **PLATFORM.** Means the Infrastructure Hardware in combination with the operating system.
22. **POINT OF CONTACT.** Means the person(s) identified in this Agreement, as designated by the Customer. The Point of Contact will be the primary interface between Customer's employees and L3Harris.
23. **PREVENTIVE MAINTENANCE.** Means tests, checks, and alignment on Customer's Equipment to ensure that the Equipment meets the specifications of each Equipment's manual.
24. **RESPONSE TIMES.** Means the expected timeframe for L3Harris to respond to an unscheduled system problem or outage event as described in the applicable Attachment B ("Service Descriptions").
25. **SECURITY TECHNICAL IMPLEMENTATION GUIDE (STIG).** Means a methodology for standardized secure installation and maintenance of computer software and hardware.
26. **SECURITY UPDATES.** Means updates to software meant to mitigate, address and/or resolve product security vulnerabilities in system components offered by L3Harris. These updates include Vendor Patches and/or Vendor Work-Arounds. Third-Party Software Product remediations and security policy updates provided by VIDA Secure Sentry, as applicable.
27. **SECURITY UPDATE DISTRIBUTION.** Means providing Security Updates to which the Customer is entitled under this Agreement and the VIDA Secure Sentry Installation, as applicable.
28. **SERVICE(S).** Means Services to be provided by L3Harris, as identified and limited in the Section I. ("Scope"), Section II. ("Services"), and more specifically described in Attachment B ("Service Descriptions"), to be performed on Equipment identified on the Equipment List, as applicable.



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29. **SOFTWARE RELEASE NOTES.** Means a set of notes provided by L3Harris detailing the contents of the Software Update or Operating System Patches, as applicable, and providing installation instructions, as applicable.
30. **SOFTWARE UPDATES.** Means L3Harris provided Software Updates for L3Harris Licensed Programs available for corrections, modifications, or minor enhancements to software for Equipment under this Agreement, including enhancements and/or corrections to existing features for the Equipment.
31. **SPARE PART(S).** Means additional parts required to complete repairs of the Equipment.
32. **SUMMARY REPORT.** Means communication to indicate action taken in a report to be provided to Customer within the frequency and intervals, and as exemplified under the applicable Attachment B (“Service Descriptions”) for Services, or in another format as determined by L3Harris.
33. **SUPPORT FEES.** Means the amounts listed in Section II. (“Services”) in USD.
34. **SYSTEM ADMINISTRATION.** Means maintaining the Unified Administration System (UAS) database of radio terminals authorized to operate on Customer’s system by adding, deleting, and/or modifying radio terminals from UAS and initiate radio terminal Disable/Enable commands as necessary, and as requested by Customer.
35. **SYSTEM RELEASE.** Means a specific combination of Platform, software, and operating system.
36. **TAC.** Means the L3Harris Technical Assistance Center.
37. **TECH-LINK.** Means the technical information section of L3Harris’ web site. Access is restricted to authorized subscribers via a user ID and password login.
38. **TERMINALS.** Means mobile radios, portable radios, control stations, vehicle repeaters, or back up dispatch radios that consist of mobile or portable radios as their prime radio transmitter. Terminals and respective quantities are specifically itemized in the Equipment List.
39. **THIRD-PARTY(IES).** Means any entity other than L3Harris that provides products or services to Customer, whether managed by or processed through L3Harris.
40. **THIRD-PARTY SOFTWARE PRODUCTS.** Means software owned by a party other than L3Harris excluding Original Equipment Manufacturer software licensed by L3Harris to Customer as part of the software.
41. **THIRD-PARTY SUPPORT AGREEMENT(S).** Means Third-Party agreements provided by Third-Party to provide technical support for their Third-Party products whether hardware or software. These Third-Party Support Agreements allow for installation of Operating System Patches within the Designated System and are required in order for Customer to receive SUMS+, SMS, and VIDA Secure Sentry services, as applicable.
42. **VENDOR PATCHES.** Means software patches provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.
43. **VENDOR WORK-AROUNDS.** Means configuration and/or procedural changes provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.

Intending to be bound hereby, the L3Harris and Customer have caused this Agreement to be executed, as of the latest date below, by the Parties’ duly authorized representatives.



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L3HARRIS TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT A
EQUIPMENT LIST

The Services will apply for the following Equipment:

INFRASTRUCTURE

QTY	DESCRIPTION

Where applicable, the Designated System will be defined as the following L3Harris Infrastructure:

DESIGNATED SYSTEM

SYSTEM NAME	SYSTEM CLASSIFICATION

SITE LOCATIONS

QTY	DESCRIPTION



ATTACHMENT B
SERVICE DESCRIPTIONS

I. SERVICES

L3Harris Infrastructure Managed Services Packages	Managed Service
Premium Technical Support (PTS) – 3 rd Party Maint Agreement	Included Infrastructure
Security Update Management Service (SUMS+)	Included Infrastructure
Software Managed Services (SMS)	Included Infrastructure
SMS Installation Service (4xs per year)	Included Infrastructure
Security Update Installation Services (4xs per year)	Included Infrastructure
Annual Preventive Maintenance	Included Infrastructure
Priority TAC 7x24	Included Infrastructure
(1) Planned Core/Network Upgrade	Included Infrastructure
On-Site Corrective Maintenance (40 hrs. annually)	Included Infrastructure
Obsolescence Protection (Gateway & Consoles)	Included Infrastructure

I. PREMIUM TECHNICAL SUPPORT (PTS)

1. Service Description. Provides technical assistance to answer questions and help resolve issues. Provides support renewals for Third-Party software licenses as needed to provide the Services, and support renewals for server and networking equipment used in the Designated System.
2. Service Request. Customer’s Point of Contact shall follow Section III.7 (“Service Request Procedure”), and specifically call L3Harris’ Technical Assistance Center (TAC) at 1-800-528-7711 or email PSPC_TAC@L3Harris.com.
3. Levels of Technical Assistance Support:
 - a. Level 1 First Line Support. Means telephone helpdesk or answer center receiving Customer’s inbound Service Requests via phone, web forms, or email. L3Harris service representatives log, categorize, prioritize, and route incidents reported by Customers and can implement basic, documented break-fix tasks.
 - b. Level 2 Second Line Support. Means troubleshooting of Service Requests via L3Harris documented processes and workflows and maintaining a Run-Book which is used to record Service Requests, resolutions, and assists in collaborating with any other support or dependency groups in case the incident has linkage to other support personnel or outside vendors.
 - c. Level 3 Third Line Support. Means detailed troubleshooting of Service Requests by L3Harris technical experts who resolve issues that are typically difficult or subtle; participate in management, prioritization, minor enhancements, break fix activities, problem management, stability analysis; subject matter experts in technology platforms. If a fix involves a major enhancement or a development, the problem is transferred to L3Harris engineering. L3Harris engineers may require root or administrator access to the Designated System.
 - d. Level 4 Product and Vendor Support. Means direct support by L3Harris or vendor product architects, engineers, software developers, or hardware designers. The Service Request escalation process may involve product bugs, detailed configuration requirements, or other expert level guidance. Level 4 support is subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement.
4. L3Harris Responsibilities:
 - a. Provide Customer with 24x7x365 Level 1 First Line Support through Level 4 Product and Vendor Support for resolving issues with the Equipment.
 - b. Respond to non-Emergency Calls within two (2) hours from the time of Service Request
 - c. Respond to Emergency Calls within one (1) hour from the time of Service Request.



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- d. Provide Customer with access to Tech-Link.
- e. Manage Third-Party Equipment and software subscription services and licenses to ensure Customer can receive, as applicable, Security Updates, Operating System Patches, Level 3 Third Line Support, and Level 4 Product and Vendor Support for Third-Party Equipment and its software as included in the Equipment List. Subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement, this includes the purchase of Third-Party software subscription renewals and software licenses when necessary to provide the Services. Additionally, this includes the purchase of support renewals for server and networking equipment used in the Designated System.
- f. Provides new versions of Third-Party software applications as part of Premium Technical Support (PTS) when installation of Software Updates requires a new version of Third-Party software application.
- g. Coordination with On-site support services, as necessary. On-site support services are not included in Premium Technical Support but may be purchased by the Customer as Demand Services.

II. SECURITY UPDATE MANAGEMENT SERVICES (SUMS+)

1. Service Description. Provides periodic updates to Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities.
2. Service Request. No Service Request is needed. L3Harris shall notify Customer when Operating System Patches are available. For additional SUMS+ related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. L3Harris Responsibilities:
 - a. Provide periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities. Operating System Patches will contain at least one (1) set of Software Release Notes. Operating System Patches will include patches for the Third-Party operating systems used in the Infrastructure.
 - i. Operating System Patches Upon Enrollment. As determined by a system configuration baseline and documentation audit performed by L3Harris, L3Harris shall provide to Customer the Operating System Patches required, if any, to bring the L3Harris Operating System Patches within the Designated System(s) up to L3Harris current levels. This excludes updates to new versions of Third-Party Software Products. New versions of Third-Party Software Products are included as part of PTS Service Description. Customer will be required to have current license, services, and/or support agreement(s) with Third-Party vendor(s) which allow for installation of Operating System Patches within the Designated System. L3Harris shall assist Customer in obtaining necessary Third-Party Support Agreements through PTS. Any additional cost to secure these Third-Party Support Agreements is the sole responsibility of the Customer.
 - ii. Subsequent Operating System Patches. During the Term, L3Harris shall provide Operating System Patches to Customer for Third-Party operating system software included in the Designated System.
 - b. Monitoring. L3Harris uses reasonable efforts to monitor pertinent governmental, vendor, independent sources, and open source information databases to identify vulnerabilities and subsequent resolutions applicable to Third-Party operating systems used by the Designated System(s). L3Harris shall identify and document latest known system vulnerabilities and compliance issues discovered and provide a status and recommendations report via Tech-Link.
 - c. Operating System Patches Pretest. Operating System Patches are tested on dedicated security verification test systems to ensure proper system operation prior to general release.



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- d. Delivery. Operating System Patches shall be provided to the Customer Point of Contact.
 - i. Operating System Patches are electronically distributed to target devices via a client-server application running within the Designated System(s). This application provides the full scheduling capabilities should an application restart or server reboot be necessary to complete the update process.
 - ii. Telephone support is available through TAC, with respect to the installation of Operating System Patches.
 - iii. On-site support for installation is not included in SUMS+ but may be purchased by the Customer. See SUMS+ Installation.
4. Limitations. Operating System Patches provided by L3Harris are limited to L3Harris' current and current minus one System Release levels, therefore, Customer may be required to purchase and install, at Customer's expense, additional or upgraded Hardware or software in order to take full advantage of Operating System Patches. **NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS TO PROVIDE OPERATING SYSTEM PATCHES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.**
5. Customer Delegation. Customer hereby delegates, grants, and assigns to L3Harris, acting as the Customer's agent, all approval rights relating to the selection of Operating System Patches. All approvals given to Third-Party vendors by L3Harris shall be deemed as being granted by the Customer.

III. SOFTWARE MANAGED SERVICES (SMS)

1. Service Description. Provides periodic Software Updates to L3Harris Licensed Programs.
2. Service Request. No Service Request is needed. L3Harris shall notify Customer when SMS are available. For additional SMS related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. L3Harris Responsibilities:
 - a. Deliver Software Updates electronically to Customer's Point of Contact and make available for download by Customer unless Customer requests and it is mutually agreed to provide the Software Update in another format. Hardware purchases or upgrades, at Customer's expense, may be necessary for Customer to fully implement the Software Updates.
 - b. Provide at least one (1) set of Software Release Notes.
 - c. Provide replacements to Customer at no additional charge, for any software media that incurs damage during shipment.
 - d. Make available system level release documentation, prior to the general release of a major System Release by L3Harris for L3Harris Licensed Programs, announcing the impending release, and detailing its contents and impact, if any, on any other L3Harris Hardware or software components.
4. Compatibility with Hardware. Customer acknowledges that Software Updates may not operate on older hardware. **NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.**
5. System Configuration Baseline and Documentation Update. As part of the initial enrollment process, L3Harris may deem it necessary to conduct a system audit of the Designated System(s) to be covered under this Agreement. If said audit is required, audit will be conducted and used to verify Customer's first-year SMS fee and to determine the System Release levels for L3 Harris Licensed Programs contained within the Designated System at the time of enrollment, together with any Hardware updates necessary to accommodate Software Updates. Customer may incur additional costs for modifications or updates required to initiate the SMS.



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- 6. Installation Phone Support. Customer may use TAC telephone support with respect to the installation of Software Updates.
- 7. Tech-Link. Customer, through the Customer Point of Contact, will have access to Tech-Link via a user ID and password authorization to access release documentation and downloadable distribution media.
- 8. Services Not Included. Unless Obsolescence Protection and/or Planned Network Upgrade, as applicable, are purchased by Customer (See Section II. Services, of this Agreement), Hardware upgrades, are not included within the scope of this Agreement.
 - a. If a Software Update requires a corresponding Hardware change, Customer will be required to separately purchase the compatible Hardware to fully install and utilize the Software Update. L3Harris will endeavor to notify Customer in advance of any Hardware changes needed to implement a Software Update, via the system-level release documentation or other reasonable method of communication from L3Harris.
 - b. The installation of Software Updates may require a new version of one or more Third-Party software applications which new versions of Third-Party software applications are not included as part of SMS.

IV. SMS INSTALLATION

- 1. Service Description. Manages the installation of SMS Software Updates 4 times annually.
- 2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager, identified in Attachment D (“Point of Contact and Notice”).
- 3. L3Harris Responsibilities:
 - a. Install the L3Harris Software Updates 4 times annually during the Term of this Agreement.
 - b. Provide Customer with a Business Hours installation schedule and approximate Equipment out of service periods (if any).
 - c. Provide labor (during Business Hours) for SMS installation per L3Harris Licensed Software Update installation process.
 - d. Provide Customer with a Summary Report as part of the installation of SMS Software Updates as exemplified below, or another format as determined by L3Harris:

WO No.	Date	Task	Description of Software Package	Completion Date
123456	7/4/2021	Software Update received.	Loaded new software per release notes.	7/4/2021

- 4. Exclusions:
 - a. This SMS Installation Service does not include upgrade or update efforts requiring network engineering, design engineering, configuration engineering, system engineering, program management, or full software installation or software implementation or major system upgrades requiring component or hardware updates or upgrade. Not included in Software Updates are system updates from any previously released software update. Upon request for these updates, software installation services, or any services requiring network engineering, design engineering, configuration engineering, system engineering, or program management services, L3Harris will provide a detailed quote for Customer to purchase separately.

V. STANDARD REPAIR SERVICES

- 1. Service Description. Provides factory/depot repair services for the Equipment.
- 2. Service Request.



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- a. Customer’s Point of Contact shall initiate a Return Material Authorization (“RMA”) request for repair services through the online portal at L3Harris.com or by calling L3Harris at 1-800-368-3277.
 - b. A Return Material Authorization (“RMA”) will be provided to Customer within two (2) business days from the date of receipt of Customer’s RMA request.
 - c. Customer shall follow the instructions listed on the RMA. Customer shall ship, at Customer expense, the Equipment to the address specified in the RMA. Customer shall include a copy of the RMA form inside the box, and clearly display the RMA number on the outside of the box containing the Equipment.
 - d. Customer shall pack Equipment adequately to prevent damages during transit and bear the risk of damage during transit. Equipment damaged during transit will be returned to Customer un-repaired and may incur a Diagnostic Fee. If Customer wants multiple items listed on a single RMA to be returned together, Customer must specifically request a complete shipment from L3Harris.
3. Schedule for Standard Repairs.
- a. Standard repairs will be completed in approximately ten (10) business days for L3Harris Equipment, and approximately thirty (30) business days for Third-Party Equipment from the date of receipt of the Equipment.
 - b. If Customer wants the Equipment repaired sooner than the estimated dates within this Section, the Customer must contact L3Harris for additional options which may result in additional charges.
4. L3Harris Responsibilities:
- a. Notify Customer if any Equipment, received from Customer, appears damaged during shipment or is missing.
 - b. Verify the Equipment received against Customer submitted RMA.
 - c. Perform a visual inspection and operational check on Equipment to determine nature of the problem and repairs required.
 - d. Make the required repairs and test the functionality of the repaired Equipment or manage the repair through the Third-Party manufacturer, if applicable.
 - e. Package, ship, and return the repaired Equipment to Customer, at L3Harris’ expense, as the Equipment is repaired.
 - f. Provide a Summary Report similar to the example below, or another format as determined by L3Harris:

WO No.	Date	Problem	Resolution	Resolution Date
123456	7/4/2021	No card communication.	Corrupt software. Reloaded. Passed communication tests.	7/4/2021

- g. Ship multiple Equipment listed on a single RMA together only if Customer specifically requests complete shipment.
 - h. Pack outbound shipments properly and bear the responsibility for damage that occurs prior to delivery to Customer.
5. Customer Verification. At Customer’s expense, Customer shall reinstall and validate operation of repaired Equipment.
6. Non-Standard Repair.
- a. L3Harris may determine, in its sole discretion that the repair of Equipment is not within the scope of Services of this Agreement. This may be due to the unavailability of parts, equipment or part obsolescence; or because the services needed are Excluded Services, as described in Section III. 5 (“Excluded Services”);
 - b. If L3Harris determines, for the reasons set forth above, that Equipment is not within the scope of this Agreement, L3Harris shall determine and provide to Customer an estimate of



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additional time required and either i) all additional charges required to perform repairs or ii) the cost to replace the Equipment.

- c. If Customer approves the additional charges, the repaired or replacement Equipment shall be shipped to Customer. If Customer disapproves the additional charges, L3Harris will charge a Diagnostic Fee and return the unrepaired Equipment to Customer.

VI. ANNUAL PREVENTIVE MAINTENANCE

1. Service Description. Includes regularly scheduled tests, checks, and routine alignments of the Infrastructure Equipment.
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7
3. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
4. L3Harris Responsibilities:
 - a. Provide Customer with a Preventive Maintenance Business Hours schedule and approximate Equipment outage times (if any).
 - b. Perform Preventive Maintenance on the Equipment based on L3Harris’ best practices and in accordance with the Preventive Maintenance Table(s).
 - c. Provide Customer with a Summary Report in the format shown in the Table(s) below, or another format as determined by L3Harris.

INFRASTRUCTURE EQUIPMENT PREVENTIVE MAINTENANCE TABLE

Technician _____

Date _____

	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
GENERAL	Check RF, data and audio cable condition	Annual		
	Check general alarm status, troubleshoot and investigate any found alarm conditions	Annual		
	Check condition of punch blocks	Annual		
	Perform a general talkgroup test	Annual		
	Perform a multisite test	Annual		
	Perform an individual call test	Annual		
MASTR V BASE STATION (Manual MM-017079-001)	Check simulcast timing, adjust	Annual		
	Check transmitter RF power output doesn’t exceed station authorization	Annual		
	Check transmitter frequency stability is within correct ppm of specification	Annual		
	Check modulation deviation is within correct kHz of specification	Annual		
	Check Receiver BER	Annual		
	Verify alarm functionality	Annual		
	Check call processing, each channel	Annual		



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	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
	Clean physical filters	Annual		
	Inspect RF lines	Annual		
	Inspect audio and data cables for snug connection	Annual		
	Verify control channel operation and rolling	Annual		
	Perform power supply voltage checks	Annual		
MASTR III BASE STATION (Manual MM102554V1)	Check simulcast timing, adjust	Annual		
	Check transmitter RF power output doesn't exceed station authorization	Annual		
	Check transmitter frequency stability is within correct ppm of specification	Annual		
	Check modulation deviation is within correct kHz of specification	Annual		
	Check receiver sensitivity	Annual		
	Verify alarm functionality	Annual		
	Check basic call processing, each channel	Annual		
	Clean physical filters	Annual		
	Inspect RF lines	Annual		
	Inspect audio and data cables for snug connection	Annual		
	Verify control channel operation and rolling	Annual		
	Perform power supply voltage checks	Annual		
GPS RECEIVERS	Verify GPS sync	Annual		
	Verify alarm functionality	Annual		
	Verify battery functionality	Annual		
	Check power supply voltage	Annual		
NETWORK	Check and verify RNM alarms	Annual		
	Inspect Ethernet cables	Annual		
	Check MPLS router voltage	Annual		
	Check MPLS router cables	Annual		
	Check MPLS router alarms	Annual		
	Check dual CPU operation	Annual		
	Check servers for dust	Annual		
CONSOLES	Check console link to VNIC	Annual		



	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
	Check RF, data and audio cable condition	Annual		
	Verify operation of touch screen monitor	Annual		
	Check and clean keyboard	Annual		
	Verify CD drive functional	Annual		
	Verify console basic call functionality	Annual		
	Check select and unselect speaker audio output for clarity	Annual		
CONSOLE ACCESSORIES	Check microphone, headset jacks, foot switches for condition and functionality	Annual		
PAGING UNIT	Check functionality	Annual		
CALL DIRECTOR	Check functionality	Annual		
ISSI	Check functionality	Annual		
	Check for alarms	Annual		
FIBER RING	Verify fiber ring switching functionality	Annual		
	Check condition of fiber cables	Annual		
	Check fiber connection unit for alarms	Annual		
VIP CONSOLES	Check for system connectivity	Annual		
	Verify cd drive functional	Annual		
	Verify console basic call functionality	Annual		
	Check select and unselect speaker audio output for clarity	Annual		
	Check microphone, headset jacks, foot switches for condition and functionality	Annual		
VOTER	Check audio input and output levels	Annual		
	Check voting operation	Annual		
	Check power supply voltage	Annual		

VII. SUMS+ INSTALLATION

1. Service Description. Manages the installation of SUMS+ Operating System Patches on a periodic basis.
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
3. L3Harris Responsibilities:



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- a. Install the Operating System Patches.
- b. Provide Customer with a Business Hours installation schedule and approximate Equipment out of service periods (if any).
- c. Provide labor (during Business Hours) to install SUMS+ Operating System Patches.
- d. Provide Customer with a Summary Report in the format shown below, or another format as determined by L3Harris:

WO No.	Date	Task	Description	Completion Date
123456	7/4/2021	Operating System Patches received.	Loaded new Operating System Patches per release notes.	7/4/2021

- 4. Exclusions:
 - a. This SUMS+ Installation Service does not include upgrade or update efforts requiring network engineering, design engineering, configuration engineering, system engineering, program management, or full software installation or software implementation or major system upgrades requiring component or hardware updates or upgrade. Not included in Operating System Patches are system updates from any previously released Operating System Patches. Upon request for these updates, software installation services, or any services requiring network engineering, design engineering, configuration engineering, system engineering, or program management services, L3Harris will provide a detailed quote for Customer to purchase separately.

VIII. PLANNED NETWORK UPGRADES

- 1. Service Description: Provide, at set intervals, new Infrastructure Hardware required to update the Platform and bring the Equipment up to date and compatible with the current System Release.
- 2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
- 3. L3Harris Responsibilities:
 - a. Perform a system audit to determine if any system modifications have been made that impact L3Harris’ ability to perform the Planned Network Upgrade. Customer accepts that the L3Harris labor quoted may be increased if system modifications are found during the system audit. L3Harris will provide the Customer a written report of the audit findings and any changes to the Planned Network Upgrades labor quotes within fifteen (15) working days of the completion of the system audit.
 - b. Provide Hardware Updates for replacement for the following Equipment, if listed on the Equipment List of this Agreement, as necessary to maintain compatibility with the latest System Release:
 - i. VIDA Core Servers (Premier, Unite and Connect Cores, and VASC)
 - ii. VIDA Management Terminal
 - iii. IP Routers located within the VIDA System network (VIDA Core, RF Sites, and remote dispatch locations).
 - iv. IP LAN Switches located within the VIDA System network (VIDA Core, RF Sites, and remote dispatch locations)
 - v. System Management Terminal/Quorum PC
 - vi. VIDA System Regional and Internet Firewalls
 - vii. Network Sentry (NWS)
 - viii. Mini-Mobility Exchange Data Controller
 - c. Provide the following during Business Hours:



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- i. Create a plan for the Planned Network Upgrade that details schedule, technical procedure, service impacts, resources required, and Customer support and coordination responsibilities.
 - ii. Identify, to the extent possible, and make recommendations for any Equipment that is incompatible with the software versions being installed, and any known impacts to Third-Party equipment or applications installed by Customer.
 - iii. Identify additional equipment or services outside the scope of the Planned Network Upgrade and provide quote to the Customer, if applicable.
 - iv. Provide project management support to manage the Service of the Planned Network Upgrades.
 - v. Provide engineering labor to design, review, and implement the Planned Network Upgrades.
 - vi. Provide the required staging labor from the L3Harris factory and shipping to the Customer to perform the Planned Network Upgrades.
 - vii. Provide the required field installation technician labor to perform the Planned Network Upgrades.
4. Customer Responsibilities:
 - a. Comply with the L3Harris schedule to perform the Planned Network Upgrades.
 - b. Provide L3Harris with a Point of Contact that will coordinate with all impacted agencies for the Planned Network Upgrades, will Notify L3Harris when there is any activity that impacts the Equipment or Services.
 - c. Provide a system audit within six (6) months of the performance of the Planned Network Upgrades.
 - d. Receive and accept all Equipment upon shipment by L3Harris, store properly, and make available for use during the Planned Network Upgrades. Return all replaced Equipment to the L3Harris Lynchburg, VA facility, at Customer's expense, within one hundred eighty (180) days after the Planned Network Upgrades Equipment is shipped to the Customer.
 - e. Perform all backups to be used by L3Harris during the Planned Network Upgrades.
 - f. Procure additional resources, at Customer's expense, should the Planned Network Upgrades require resources other than those listed in or to provide functionality to devices beyond Planned Network Upgrades.
 5. Additional Conditions and Exclusions:
 - a. Planned Network Upgrades only includes Services needed for L3Harris Equipment compatibility to the L3Harris Software Managed Services (SMS) Infrastructure within the 10X platform for the Equipment on the Equipment List that are one release from the current release, and does not include Services for defects not corrected by the SMS update, or virus prevention or attacks, or configuration changes not required by the change in Equipment, or improper or custom system configurations, use, hardware, software, or features. Additional hardware, software, permissions, coverage testing, as-builts or other change documentation, licenses, subscriptions, system features or functionality, or services required by or beyond this Planned Network Upgrades will be procured by the Customer, at Customer's expense.
 - b. Planned Network Upgrades does not include system expansions, frequency or configuration changes, changes from industry standards or certification bodies (such as P25, LTE, ISO, UL, 3GPP, etc.), or the addition of features or functionality that are not part of the base equipment upgrade as determined and delivered by L3Harris within the 10X Platform. Upon discontinuance of Planned Network Upgrades, no additional Hardware will be provided and Customer will not be billed for any future years of Planned Network Upgrades.
 - c. Only the Equipment listed on the Equipment List is covered by the Planned Network Upgrades Services, to avoid any doubt, the following items are expressly excluded from the Planned Network Upgrades: Terminals, Non L3Harris Infrastructure, civil equipment such as towers and shelters, RF equipment such as base stations, combiners, antennas, power



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equipment such as generators and UPS, console ancillary equipment such as furniture, speakers, headsets, monitors, footswitches and keyboards, NetClock telephone equipment, connectivity equipment such as microwave or fiber routers and switches, logging recorder server, logging SAN, and associated logging devices, and any batteries.

IX. ON-SITE CORRECTIVE MAINTENANCE (40 hours Annually)

1. Service Description: Provides labor, during Business Hours, to troubleshoot, repair, and if necessary, remove and replace defective Equipment.
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section II “Service Request Procedure,” and specifically call their Regional Service Manager, identified in attachment D (“Point of Contact and Notice”).
3. L3Harris Responsibilities:
 - a. On-Site Troubleshooting:
 - i. Dispatch personnel to investigate problem at Customer’s location after remote diagnostics are made.
 - ii. Perform pre-diagnostics to confirm malfunction.
 - b. Repair or replace of failed Equipment per L3Harris determination:
 - i. Repair, if repairable, and perform testing to verify proper operation.
 - ii. Replace, if replaceable, with Customer purchased Spare Part and perform testing to verify proper operation.
 - c. Ship failed Equipment to L3Harris or Third-Party Standard Repair Services (“Depot”) for repair:
 - i. Obtain a Return Material Authorization (“RMA”)
 - ii. Ship (at Harris’ expense) Equipment to the Depot.
 - iii. Manage and track repair status through the Depot process.
 - iv. Receive and bench diagnose (where possible) repaired Equipment to meet original specifications.
 - d. Return repaired Equipment:
 - i. Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.
 - ii. Return the repaired Equipment to the Spare Parts inventory, if a Spare Part was used.
 - e. Purchase the replacement of the failed Equipment when not repairable.

X. OBSOLESCENCE PROTECTION

1. Service Description. Provides, for these additional products (hardware updates), replacements for the following Equipment on the Equipment List, as purchased by Customer and as necessary:
 - a. Interoperability Gateways
 - b. Symphony Console hardware or computers
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
3. L3Harris Responsibilities:
 - a. Provide the following during Business Hours:
 - i. Review SMS update, release notes, and system data as needed to discuss with Customer.
 - ii. Complete an Obsolescence Protection plan, including software and Third-Party device impacts, Equipment requirements, replacement or modification plan of Equipment, L3Harris and Customer resources needed, installation plan, and potential impacts to the Designated System and its users.



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- iii. Identify additional equipment or services outside the scope of Obsolescence Protection and provide quote to the Customer, if applicable.
 - iv. Provide project management support to manage the Obsolescence Protection.
 - v. Provide engineering labor to design, review, and implement the Obsolescence Protection.
 - vi. Provide the required staging labor from the L3Harris factory and shipping to the Customer to perform the Obsolescence Protection.
 - vii. Provide the required field installation technician labor to perform the Obsolescence Protection.
 - viii. Determine when a SMS update is incapable of successfully operating on existing Customer Equipment, and when and how Equipment will be modified or replaced.
4. Customer Responsibilities:
- a. Provide a system audit within six (6) months of the performance of the Obsolescence Protection.
 - b. Receive title of all Equipment upon shipment by L3Harris, store properly, and make available for use during the Obsolescence Protection.
 - c. Return all replaced equipment to the L3Harris Lynchburg facility, at Customer's expense, within one hundred eighty (180) days after the Obsolescence Protection Equipment is shipped to the Customer.
 - d. Perform all backups to be used by L3Harris during the Obsolescence Protection.
 - e. Procure additional resources, at Customer's expense, should the Obsolescence Protection require resources other than those listed herein or to provide functionality to devices beyond this Obsolescence Protection.
5. Additional Conditions and Exclusions:
- a. Obsolescence Protection Service only includes Services needed for L3Harris Equipment compatibility to the SMS update within the 10X platform for the Equipment listed above and on the Equipment List that are one release from the current release, and does not include Services for defects not corrected by the SMS update, or virus prevention or attacks, or configuration changes not required by the change in Equipment, or improper or custom system configurations, use, hardware, software, or features. Additional hardware, software, permissions, coverage testing, as-builts or other change documentation, licenses, subscriptions, system features or functionality, or services required by or beyond this Obsolescence Protection will be procured by the Customer, at Customer's expense.
 - b. Obsolescence Protection does not include system expansions, frequency or configuration changes, changes from industry standards or certification bodies (such as P25, LTE, ISO, UL, 3GPP, etc.), or the addition of features or functionality that are not part of the base equipment upgrade as determined and delivered by L3Harris within the 10X platform. This Obsolescence Protection Service will automatically terminate if L3Harris no longer supports the Equipment or discontinues the Planned Network Upgrades program.
 - c. Excluded Equipment from this Obsolescence Protection are Equipment not specifically listed in this Obsolescence Protection section, Terminals, Non L3Harris Infrastructure, civil equipment such as towers and shelters, RF equipment such as base stations, combiners, antennas, power equipment such as generators and UPS, console ancillary equipment such as furniture, speakers, headsets, monitors, footswitches and keyboards, NetClock telephone equipment, connectivity equipment such as microwave or fiber routers and switches, logging recorder server, logging SAN, and associated logging devices, and any battery.



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ATTACHMENT C
CRITICAL SPARES LIST and UPGRADE EQUIPMENT
(TBD)



ATTACHMENT D
POINT OF CONTACT AND NOTICE

NOTICE TO L3HARRIS:

Name Jeremy Roe
Title Principal, Contracts

Address 221 Jefferson Ridge
Address Parkway
Lynchburg, VA 24501

NOTICE TO CUSTOMER:

Name _____
Title _____

Address _____
Address _____

L3HARRIS POINT OF CONTACT:

Name _____
Title _____
Phone _____
Expertise _____

Name _____
Title _____
Phone _____
Expertise _____

CUSTOMER POINT OF CONTACT:

Name TIM BEUSCHLEIN
Title PUBLIC SAFETY SYSTEMS SUPERVISOR
Phone (541) 322-6117
Expertise RADIO SUPERVISOR

Name NICK BITTLER
Title PUBLIC SAFETY SYSTEMS SPECIALIST
Phone (541) 322-6107
Expertise RADIO TEAM



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, June 29, 2022

SUBJECT: Consideration of Chair Signature of Document No. 2022-524, L3Harris Ten-Year Radio Maintenance Agreement

ATTENDANCE:
Sara Crosswhite and Jonathan Spring, Deschutes County 911



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT
For Board Business Meeting of June 29, 2022

DATE: June 7, 2022

FROM: Sara Crosswhite Deschutes County 9-1-1 541-322-6111

TITLE OF AGENDA ITEM:

Board Adoption and signature of Doc No. DC-2022-524 L3Harris Ten-Year Radio Maintenance Agreement.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

The previous maintenance package with L3Harris was phone support only for technical assistance and we had no on-site support. When there is an issue there is phone/remote support access during normal business hours only. If approval for signature, the new agreement will provide premium technical support and security update installation four times per year. This agreement also includes future planned core and network upgrades. We just completed an upgrade recently and spent capital funds nearly \$500k to cover that cost, which would be avoided with this agreement.

FISCAL IMPLICATIONS:

This is 10 year maintenance agreement with L3 Harris. The contract outlines services to be provided during the tenure of the contract which would total \$174,032.00 a year. This contract allows for consistent and predictable budgeting for the next 10 years. This will also eliminate unexpected capital expenditures, and protect our investment. DC911 account for this contract under maintenance agreements in our FY23-705 budget.

RECOMMENDATION & ACTION REQUESTED:

Request adoption and signature of Document No. DC-2022-524.

ATTENDANCE: Sara Crosswhite and Jonathan Spring Deschutes County 9-1-1

DISTRIBUTION OF DOCUMENTS:

Original to BOCC
Copies to 9-1-1, Legal

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: June 2, 2022

Department: Deschutes County 9-1-1

Contractor/Supplier/Consultant Name: L3Harris Technologies, Inc.

Contractor Contact:

Contractor Phone #:

Type of Document: Service Agreement DC-2022-524

Goods and/or Services: This is a radio systems maintenance agreement between L3Harris Technologies, Inc. and Deschutes County 9-1-1 for support provided to Deschutes County 9-1-1.

Background & History: Attach additional page if needed.

Agreement Starting Date: 07/01/2022

Ending Date: 07/01/2032

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Kim Morse Phone #: 541-322-6102

Department Director Approval: [Signature] 6/2/22
Signature Date

Distribution of Document: Once signature(s) are obtained, this document should be routed to Kim Morse at Deschutes County 9-1-1. She will then send out copies of the document to Central Oregon Community College for their signature and she will ask that the document be returned to her. Once she receives the signed document, she will route a copy back to BoCC for filing.

Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Director (if under \$25,000)

Legal Review _____ Date _____

Document Number DC-2022-524



SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this April 30, 2022, by and between Deschutes County, Oregon, ("Customer") located at 20355 Poe Sholes Dr Ste 300, Bend, OR 97703 and L3HARRIS TECHNOLOGIES, INC. ("L3Harris"), a Delaware corporation, acting through its Communication Systems Segment located at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (collectively referred to as the "Parties"). This Agreement shall begin on July 1, 2022 ("Commencement Date") and shall continue for a period of ten (10) years ("Term") through July 1, 2032 ("Expiration Date").

This Agreement, along with its sections and attachments listed below, describes the terms and conditions for purchase of Services by Customer as described in this Agreement or other document(s) attached to and made part of this Agreement. In the event of any inconsistencies or conflicts within this Agreement, precedence shall be given to the documents in the order in which they are listed:

SECTION I	SCOPE
SECTION II	SERVICES
SECTION III	GENERAL TERMS AND CONDITIONS
SECTION IV	DEFINITIONS
ATTACHMENT A	EQUIPMENT LIST
ATTACHMENT B	SERVICE DESCRIPTIONS
ATTACHMENT C	CRITICAL SPARES LIST
ATTACHMENT D	POINT OF CONTACT AND NOTICE

I. SCOPE

1. This Agreement contains the terms and conditions for Customer's purchase and L3Harris' delivery of the Services. L3Harris shall provide the Services described in this Agreement, including its attachments. L3Harris' obligations under this Agreement may be performed by L3Harris, its agents, representatives, subcontractors, or any combination thereof, at L3Harris' discretion. In addition to the General Terms and Conditions, the Service Descriptions included in Attachment B may contain terms and conditions specific to that particular Service.
2. At Customer's request and upon L3Harris' approval, L3Harris may also provide Demand Services for additional support beyond the Services.
3. The Services are defined within this Agreement and are limited to only those Services in Section II. ("Services") and further described in Attachment B ("Service Descriptions"). All Services provided under this Agreement are only applicable to the Equipment identified in Attachment A ("Equipment List"). Any Equipment not identified in the Equipment List is excluded from the Services.

II. SERVICES

L3Harris Infrastructure Managed Services Packages	Managed Service
Premium Technical Support (PTS) – 3 rd Party Maint Agreement	Included Infrastructure
Security Update Management Service (SUMS+)	Included Infrastructure
Software Managed Services (SMS)	Included Infrastructure
SMS Installation Service (4xs per year)	Included Infrastructure
Security Update Installation Services (4xs per year)	Included Infrastructure
Annual Preventive Maintenance	Included Infrastructure
Priority TAC 7x24	Included Infrastructure
(1)Planned Core/Network Upgrade	Included Infrastructure



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On-Site Corrective Maintenance (40 hrs. annually)	Included Infrastructure
Obsolescence Protection (Gateway & Consoles)	Included Infrastructure

TERM (Period of Performance)	ANNUAL SUPPORT FEES
Year 1 July 1, 2022 – June 30, 2023	\$174,032.00
Year 2 July 1, 2023 – June 30, 2024	\$174,032.00
Year 3 July 1, 2024 – June 30, 2025	\$174,032.00
Year 4 July 1, 2025 – June 30, 2026	\$174,032.00
Year 5 July 1, 2026 – June 30, 2027	\$174,032.00
Year 6 July 1, 2027 – June 30, 2028	\$174,032.00
Year 7 July 1, 2028 – June 30, 2029	\$174,032.00
Year 8 July 1, 2029 – June 30, 2030	\$174,032.00
Year 9 July 1, 2030 – June 30, 2031	\$174,032.00
Year 10 July 1, 2031 – June 30, 2032	\$174,032.00
TOTAL ANNUAL SUPPORT FEES (10 Years)	\$1,740,320.00

Invoicing Interval X Annually
Purchase Order Required <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*If a Purchase Order (“PO”) is required by Customer, Customer must issue L3Harris a PO before the Commencement Date, otherwise L3Harris may invoice Customer without the issuance of a Customer PO.

III. GENERAL TERMS AND CONDITIONS

1. SUPPORT.

- a. Subject to the terms and conditions of this Agreement, L3Harris agrees to perform Services during the Term for the Support Fees, as may be amended from time to time in accordance with this Agreement. Services shall be provided for the Equipment at the Customer site(s) described in Attachment A (“Equipment List”) and, unless agreed otherwise in writing, L3Harris shall not be obligated to provide Services for any products, equipment, hardware, software, site(s), or systems not identified in Attachment A (“Equipment List”).
- b. L3Harris may supply new, used, reconditioned or substitute parts for the performance of Services. L3Harris shall provide Services at levels set forth in the manufacturer's product manuals and follow routine service procedures prescribed by L3Harris.
- c. If Customer purchases additional equipment from L3Harris, then that equipment must be added to the Equipment List by a mutually agreed upon Amendment to this Agreement for L3Harris to provide Services for that new equipment. The Amendment must also amend Section II. (“Services”) to account for the cost of providing Services for the additional equipment.
- d. If Equipment cannot, in L3Harris’ reasonable opinion, be properly or economically serviced for any reason, the Parties may agree upon a mutually agreed to Amendment to i) remove that Equipment from this Agreement or ii) modify the scope of Services related to that Equipment or iii) increase the price of providing Services for that Equipment.
- e. As a Demand Service, inspect and repair out of specification Equipment, as applicable, before the Services of this Agreement commence.



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2. DEMAND SERVICES.

- a. **Demand Services Fees.** At Customer's request and upon L3Harris' approval, L3Harris may provide Demand Services for an additional fee. L3Harris shall provide a written quote for such Demand Services based upon the circumstances known at the time of the request and L3Harris shall perform such Demand Services only once the Parties have mutually agreed upon the scope and fees for such Demand Services.
- b. **Writing Required.** Any Demand Services that L3Harris agrees to perform shall be clearly defined in a properly executed Amendment to this Agreement, purchase order, or separate agreement between the Parties.
- c. **Emergency on Demand.** L3Harris may provide Demand Services in a manner not consistent with the requirements in this Section in an emergency, on a case-by-case basis, and at L3Harris' sole discretion.
- d. **Excluded Services.** If Customer requests L3Harris to provide any Excluded Services listed in this Agreement, such Excluded Services will be considered Demand Services and will only be provided in accordance with this Section.

3. CONDITIONS OF SERVICE.

L3Harris' obligations to perform the Services are conditioned upon the below conditions being met by Customer. Customer shall:

- a. ensure Equipment is in good working order as of the Commencement Date and continues as such during the Term. Customer shall ensure Equipment is maintained per the recommended manuals. In addition to the Support Fees, Customer shall pay for Demand Services for any inspections performed by L3Harris to ensure Equipment is in good working order.
- b. work together with L3Harris to establish and maintain an Equipment List which will include serial numbers, if applicable, of all Equipment under this Agreement.
- c. notify L3Harris, promptly, of any Equipment failure or when any Equipment is lost, damaged, stolen, or taken out of service. L3Harris will respond to Customer's notification in a manner consistent with the Services of this Agreement.
- d. obtain and maintain all necessary permits required by Federal, state, tribal, or local governmental authority related to the Equipment and Services of this Agreement and remain in compliance with all such laws, rules, and regulations.
- e. purchase any necessary Hardware or upgrades, at Customer's expense, that may be necessary for the Services.
- f. not modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3harris with such Software Update or unless the prior written consent of L3Harris is obtained.
- g. not create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- h. meet all General Customer Obligations and satisfy all Customer's requirements under this Agreement.

4. SITE ACCESS, RESPONSE TIMES.

- a. If applicable, Response Times described in this Agreement assume that the Equipment is accessible by normal transportation methods and vehicles. On-site Response Time



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requirements exclude site locations that may require extensive drive time due to traffic conditions or site locations where specialized vehicles are required.

- b. Waivers of liability from L3Harris or its subcontractors will not be imposed as a site access requirement.
- c. Unless otherwise stated in this Agreement, the Support Fees exclude any charges or expenses associated with helicopter, snow vehicle, ATV, boat, or other atypical access requirements; if these charges or expenses are reasonably incurred by L3Harris in rendering the Services, Customer agrees to reimburse L3Harris for those charges and expenses.
- d. Customer will be billed separately, as Demand Services, for time lost or changes in the Services due to any delay caused by Customer's action or inaction.

5. EXCLUDED SERVICES.

Only the Services in Section II. ("Services"), as further described in Attachment B ("Service Descriptions"), shall be provided. The Services shall not include exclusions defined in other parts of this Agreement. Unless purchased by Customer and listed as Services under Section II. Services of this Agreement, Excluded Services are the following services excluded from the Services of this Agreement:

- a. receiving Services for items not set out in Attachment A ("Equipment List") of this Agreement; or Equipment that has reached End of Life ("EOL") or End of Support ("EOS") or Equipment for which parts are not available.
- b. receiving Services at a location other than the site(s) or location(s) listed in Attachment A ("Equipment List") of this Agreement.
- c. correction of faults due to Customer's failure to meet its obligations outlined throughout this Agreement.
- d. correction of faults, defects, or damage caused by any of the following: i) Customer's modification, neglect, or misuse of the Equipment; ii) use other than in the normal, customary, intended, and authorized manner, or use not in compliance with applicable industry standards or OEM specifications; iii) excessive wear and tear, abuse, vandalism, theft or other criminal activity, accident, disaster, fire, flood, water, weather or environmental conditions, liquids, power surges, acts of God; iv) acts or omissions or delays by Customer or Third-Party; v) work performed on Equipment by Customer or Third-Parties who are not authorized by L3Harris to perform such work; or vi) force majeure event not otherwise described within this Section.
- e. correction of faults in any equipment (whether or not supplied by L3Harris) not covered by this Agreement.
- f. cleaning, painting, refinishing, or other cosmetic improvement of the Equipment.
- g. relocation or transportation of Equipment, or the rectification of any faults caused by such relocation or transportation, unless where such relocation or transportation of Equipment was performed by L3Harris as a Service under this Agreement or other properly executed agreement between the Parties.
- h. receiving any software unless expressly provided for as a Service under this Agreement.
- i. implementation of changes to the Equipment or configurations which were not a requirement of the specifications for the Equipment listed in this Agreement or otherwise committed to by L3Harris in a properly executed agreement between the Parties.



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- j. correction of any fault which would be remedied by a software or routine maintenance or repair which is required by the specifications for the Equipment.
- k. service for accessory items or items that are consumed in the normal operation of the Equipment such as: batteries, uninterruptable power supplies (“UPS”), belt attached objects such as clips and holsters, battery chargers, personal audio interfaces such as footswitches or ear pieces, headsets, keypads, fuses, knobs, lanyards, or labels.
- l. services for custom or special products; modified Equipment or software; upgrading or programming Equipment.
- m. repair or maintenance of any transmission path or transmission medium for voice or data radios including antennas, dishes, masts, tower top amplifiers, transmission lines, tower or tower lighting.
- n. tower climbs or services for i) any Equipment mounted on towers or telephone lines, ii) computer networks, iii) the internet, or iv) Equipment malfunction caused by a transmission medium.
- o. installation of software, Software Updates, or Security Updates unless such installation is L3Harris’ responsibility and falls within the defined Services of this Agreement. See SUMS+ Installation and/or SMS Installation, if applicable.
- p. receiving system configuration documents or system audit.
- q. training.
- r. hardware upgrades unless such hardware upgrades are L3Harris’ responsibility and falls within the defined Services of this Agreement. See Planned Network Upgrades and/or Obsolescence Protection, if applicable.
- s. additional services such as data backup, line sweeps, or taking readings or performing services beyond those listed in the Preventive Maintenance L3Harris Table, if applicable, or this Agreement.
- t. repairs at the Customer location. See On-Site Corrective Maintenance, if applicable. In the event L3Harris deems Equipment is capable of being repaired at the Customer location, L3Harris may do so in its reasonable discretion.
- u. initial installation or configuration of any software, or installation of multiple revisions of software to catch up to a more recent software release, or to roll back to a previous software release, or any configuration changes. Note, this installation or configuration is neither included in SUMS+, SMS, nor VIDA Secure Sentry Installation Services.
- v. software installation on Equipment unless targeted by the L3Harris Software Update or L3Harris Operating System Patch and as per the SUMS+ Installation, SMS Installation, and/or VIDA Secure Installation Service Descriptions, as applicable.

6. GENERAL CUSTOMER OBLIGATIONS.

Customer acknowledges that receipt of the Services and the amount of the Support Fee described in this Agreement are dependent on the prompt and proper performance of the Customer fulfilling the requirements under Conditions of Service and its obligations under this Agreement. Obligations require that Customer shall:

- a. ensure that all necessary clearances, escorts, ID cards, network access requirements including custom software or security credentials, or other requirements, have been provided to L3Harris, in advance of a L3Harris’ technician(s)’ visit, to allow prompt access



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to any Equipment requiring Services that may be located in a secured or limited access area under Customer's or Third-Party's control. Customer shall not restrict L3Harris access to the site(s) or prevent L3Harris from performing the Services under this Agreement on the basis that Customer does not have a L3Harris Certificate of Insurance ("COI") on file or in Customer's possession.

- b. provide L3Harris, at no charge, full and free access to the Equipment and an appropriate non-hazardous work environment located in the Equipment's physical location which should include, at a minimum, unlimited access, adequate shelter, heat, light, ventilation, electric current and outlets, and local wireless and telephone access for L3Harris' use in the Equipment's physical location.
- c. provide all information or services (including, but not limited to inventory/audits) under Customer's control relevant or pertaining to L3Harris' Services and/or pertaining to the Hardware and software elements of any system with which the Equipment is interfacing so that L3Harris may perform its Services.
- d. replace defective Equipment with a Critical Spare where required and promptly ship the defective Equipment to L3Harris in accordance with L3Harris' directions.
- e. ensure that the personnel responsible for carrying out the General Customer Obligations outlined in this Section are suitably qualified, authorized, trained and/or experienced.
- f. maintain a suitable environment for the operation and maintenance of the Equipment (including without limitation power supply, temperature and humidity control) in accordance with normal industry practices, and as set out in the published data sheets, manuals, or other written instructions for the Equipment.
- g. provide L3Harris with all cooperation to facilitate the efficient discharge of L3Harris' Services under this Agreement including, without limitation: i) providing the necessary physical and virtual access to the site(s) and the Equipment; ii) ensuring the site(s) comply with all relevant health and safety codes; and iii) providing, on request, a suitably qualified or informed representative, agent, or employee to accompany L3Harris personnel and to advise L3Harris on access or on any other matter within the Customer's knowledge or control which will assist L3Harris in performing the Services under this Agreement.
- h. ensure systems backups (including all programs and data) and Equipment configuration records are kept up to date.
- i. install the Operating System Patches, as applicable under SUMS+, in the order of receipt and release from L3Harris. If Customer purchased SUMS+ Installation as part of the Services of this Agreement, L3Harris will install the Operating System Patches in accordance with the SUMS+ Installation Services of this Agreement.
- j. install the Software Update, as applicable, in accordance with the L3Harris provided Software Update installation instructions found within the Software Release Notes from L3Harris. If Customer purchased SMS Installation as part of the Services of this Agreement, L3Harris will install the L3Harris Software Updates in accordance with the SMS Installation Services of this Agreement.
- k. complete the Operating System Patches process on the target devices (e.g. rebooting the target devices) by following the instructions accompanying each Operating System Patches, as applicable under SUMS+.
- l. provide primary power source, PABX and PSTN connections or lines, radio frequency coverage performance after coverage verification test acceptance, suitable inter-site and inter node links, and further installation of the Equipment at the sites.



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- m. provide secure and adequate facilities adjacent to or in reasonable proximity to the Equipment for the storage by L3Harris of tools and other items necessary to perform the Services. Customer shall permit L3Harris to have access to such storage facilities at all times.
- n. maintain confidentiality of any logon(s) and password(s) required to access Equipment or Services. Access to Tech-Link is only permitted for current Customer employees or contractors. Customer must manage and remove access rights for departing employees (for example by changing passwords) and L3Harris shall not be liable for any loss or damage incurred by Customer due to Customer's failure to comply with this clause.
- o. cooperate with L3Harris and perform all efforts that are necessary to enable L3Harris to provide the Services to Customer.
- p. ensure L3Harris can perform Services in a continuous effort.
- q. waive Services, without reimbursement, for Services when L3Harris does not have access to provide the Services or when L3Harris is unable to provide Services due to Customer's or Third-Party's action or inaction.
- r. provide L3Harris with at least two (2) Points of Contact, as described in Point of Contact Section of this Agreement.
- s. require at least one Point of Contact be available twenty-four (24) hours per day, seven (7) days per week with an escalation procedure to enable Customer's personnel to maintain contact, as needed, with L3Harris.
- t. perform and provide proof of performance of all routine and Preventive Maintenance and updates to software and Hardware as recommended in Equipment manuals unless such Preventive Maintenance is L3Harris' responsibility and falls within the defined Services of this Agreement.
- u. provide L3Harris a response to Summary Reports within thirty (30) days of receipt.
- v. reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update, if Customer makes backup copies of any Software Update, and label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris.
- w. not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update, or unless the prior written consent of L3Harris is obtained.
- x. not, under any circumstances, create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- y. decide whether to install or not install Software Updates, Operating System Patches, and/or VIDA Secure Sentry, as applicable, based on the risks and benefits involved and waive all L3Harris liability for such decision.
- z. provide L3Harris or L3Harris subcontractor the Software Updates and/or Operating System Patches for installation, if applicable.
- aa. comply with the L3Harris schedule for the performance of Services.
- bb. keep Equipment current and compliant with all regulatory agencies' and manufacturers' agreements, manuals, and licenses.



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7. SERVICE REQUEST PROCEDURE.

Customer shall:

- a. require their users report issues to a designated Customer's Point of Contact.
- b. require its Point of Contact to provide Notice to L3Harris when there is any activity or inactivity that impacts the system, Equipment, or Services including system configuration changes.
- c. provide the software and interface cables or allow L3Harris the time needed to acquire such items, as needed to perform the Services on the Equipment.
- d. compile Equipment into a central location before Services are provided, as directed by L3Harris.
- e. submit a Service Request as set out in this Section of this Agreement with additional descriptions in Attachment B ("Service Descriptions").
- f. immediately after making a Service Request for L3Harris support, provide L3Harris, where possible, with an example of the relevant defect or error.
- g. keep L3Harris fully informed with up to date Equipment, site(s), and configuration details for the Equipment, including without limitation Equipment serial numbers, locations, contact information, and site personnel qualified to submit a Service Request.
- h. have personnel with sufficient Equipment related training to be able to i) carry out basic operating system housekeeping, ii) work through complex procedures with remote guidance provided by L3Harris, and iii) carry out procedures as outlined by L3Harris within a reasonable time after such procedures have been received from L3Harris.
- i. provide a mutually agreed form of communications link for remote diagnostics and promptly grant access rights to L3Harris and its subcontractors when required.
- j. maintain and make available the required type and number of Customer owned and managed Critical Spares in accordance with this Agreement.
- k. approve or disapprove additional charges L3Harris estimates are required to perform repairs or replace the Equipment within five (5) business days from the date of the estimate. If Customer disapproves the additional charges, Customer shall pay a Diagnostic Fee.
- l. pay additional costs for Demand Services for additional efforts including Equipment aggregation management, delays in work, software or cable interface acquisition for non-L3Harris equipment, configuration or software changes, or repairs.

8. FEES AND PAYMENT TERMS.

- a. Customer shall pay the Support Fees for Services and the Demand Services Fees for Demand Services.
- b. L3Harris reserves the right to increase the Support Fees as Equipment is added or if Customer requests an increased level of service, or if there is any other variation requested by Customer to this Agreement.
- c. Except as expressly provided in this Agreement, L3Harris may revise its Support Fees at any time by giving Customer notice not less than ninety (90) days before the rate change, provided that the revised rates are mutually agreed upon in writing. If the revised rates are not mutually agreed upon by the Parties within the ninety (90) day Notice period, L3Harris may terminate this Agreement in accordance with Section III.9. ("Term and Termination").



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- d. Payment terms shall be net thirty (30) days from the date of invoice. Support Fees will be billed in advance and in accordance with Section II. (“Services”).
- e. All fees payable under this Agreement are exclusive of sales, use, value added, goods and services taxes, or any customs, import or export duties, and should any such fees arise, these shall be payable by Customer. Where appropriate, such taxes will be added to the invoice, billed as a separate item, to the extent possible, and paid by Customer unless Customer provides L3Harris with evidence of payment or certificate of exemption.
- f. To the fullest extent permissible by law, Customer waives its right of set-off. No payment is considered received until L3Harris has received cleared funds.
- g. If Customer is overdue with any payment then, without prejudice to any other right or remedy available to L3Harris; i) Customer shall be liable to pay interest on the overdue amount at the rate of one and one-half percent (1.5%) per complete month until L3Harris has received payment of the overdue amount together with interest that has accrued; and ii) L3Harris may suspend contractual performance and/or exercise a lien over Equipment and any items returned for repair or replacement until Customer has made such overdue payment in full.

9. TERM AND TERMINATION.

- a. The Term of this Agreement shall begin on the Commencement Date and shall continue through the Expiration Date as indicated in this Agreement.
- b. In the event of: i) Customer’s material breach because Customer fails to make any payment within thirty (30) days of the date of invoice, or ii) any other material breach of this Agreement by Customer which shall continue for thirty (30) or more days after Notice of such to Customer, L3Harris shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity and either: i) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or ii) terminate this Agreement by written Notice to Customer if the breach remains uncorrected.
- c. In the event of a material breach of this Agreement by L3Harris, Customer shall provide L3Harris with a reasonably detailed Notice of the breach. L3Harris will have thirty (30) days to provide a written plan to cure the default and begin implementing the cure plan immediately after the plan is approved by Customer. Customer shall not unreasonably disapprove of such cure plan. If L3Harris does not satisfy the requirements of this clause, Customer may terminate this Agreement effective upon giving a thirty (30) days’ written Notice of termination.
- d. If L3Harris, in its sole discretion, provides Services after the termination or Expiration Date of this Agreement, and if Customer accepts the Services, the terms and conditions in effect at the time of the termination or Expiration Date will apply to those Services and Customer agrees to pay for such as Demand Services.
- e. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to L3Harris will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, L3Harris will have no further obligation to provide Services.

10. CRITICAL SPARES.

- a. L3Harris requires Customer to purchase and store at the site (or other location agreed in writing between the Parties) the Critical Spares set out in Attachment C (“Critical Spares List”), of this Agreement. From time to time L3Harris will require Customer to purchase



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and store at the site additional Critical Spares, as L3Harris considers necessary for effective delivery of the Services.

- b. L3Harris will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of Customer to comply with the previous clause regarding the Critical Spares.

11. SPARE PARTS, SUBSTITUTION, END OF PRODUCTION.

- a. If Spare Parts are required to obtain Services, Customer shall be responsible for the purchase of Spare Parts in addition to the Customer's Critical Spares. L3Harris may, at Customer's request and in L3Harris' sole discretion, assist Customer in determining an inventory of suggested Spare Parts.
- b. L3Harris will generally support provisioning of its Equipment for a period of five (5) years after final production. L3Harris will endeavor to provide six (6) months advance notification of the final production date. Advance notification may be provided by L3Harris through any manner L3Harris deems appropriate. This may include notification through a(n): end-of-life notice, customer mailing, Tech-Link notice, letter, memo, or Amendment. L3Harris will utilize commercially reasonable efforts to assure its Equipment availability and shall not be liable to Customer for Equipment obsolescence or Equipment unavailability under this Agreement beyond L3Harris' commercially reasonable efforts. L3Harris may replace or repair Equipment with new or substitute products or parts, at its sole discretion, based on L3Harris' business needs.
- c. Third-Party Equipment and Third-Party Support Agreements (relative to the Third-Party Hardware) will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Spare Parts, Third-Party Equipment, and/or Third-Party Support Agreements are available for sale to Customer (at Customer's expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Spare Parts and Third-Party Equipment obsolescence or Third-Party Spare Parts and Third-Party Equipment and/or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts.
- d. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required Third-Party Support Agreements; replacement parts or replacement equipment of any Spare Part or Equipment that has become obsolete or unavailable.

12. CONFIDENTIALITY.

- a. Nothing in this Agreement shall affect any related non-disclosure agreement between the Parties or other contractual obligations of confidentiality, which will continue in full force and effect and will apply to the subject matter of this Agreement. Customer shall not disclose Confidential Information to any Third-Party disclosed by L3Harris under or in relation to this Agreement.
- b. Each Party undertakes not to (and to procure that its employees and contractors will not) divulge the terms and conditions of this Agreement or any information of a confidential nature, including but not limited to Confidential Information, disclosed to it by the other, whether oral or written, and shall not use such information except as contemplated by this Agreement.
- c. The Party's obligations within this Section shall cease to apply to information which:
 - i. is or becomes part of the public domain without violation of this Agreement;



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- ii. is known and on record at the receiving Party before disclosure by the disclosing Party;
- iii. is lawfully obtained by the receiving Party from a Third-Party without similar restrictions to those herein contained;
- iv. is developed by the receiving Party completely independently of any such disclosure by the disclosing Party;
- v. is required to be disclosed by competent government or regulatory agencies, court or stock exchange provided, however, that the receiving Party shall notify the disclosing Party as soon as lawfully and practically possible of the requirement to make such a disclosure.

13. HEALTH, SAFETY, AND OTHER LAWS/REGULATIONS.

- a. Each Party shall comply with all relevant Health and Safety laws and regulations in all respects in relation to its obligations under this Agreement (including without limitation a safe working environment and methods of working), and each Party shall indemnify the other Party in respect of all costs, liabilities, damages or expenses incurred as a result of any failure to do so. In the event a work site or Equipment location is determined by L3Harris to pose a safety or health threat, L3Harris may cancel or suspend the Services without penalty and until threat no longer exists.
- b. L3Harris will comply with applicable Federal, State, and local laws and regulations as of the date of this Agreement which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, Services provided, and the manufacture in L3Harris' facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment and Services will be equitably adjusted to compensate L3Harris for the cost of compliance with laws or regulations related to this Agreement.

14. EXCLUSIVITY.

- a. Customer shall only permit maintenance, repairs, additions, adjustments, or alterations to Equipment by a Third-Party with the prior written consent of L3Harris.
- b. In the event Customer effects maintenance, repairs, additions, adjustments, or alterations to the Equipment, Customer represents, warrants and agrees to use only L3Harris approved parts and procedures as directed by L3Harris for the operation of the Equipment. Note that the Customer makes such maintenance, repairs, additions, adjustments, or alternations at its own risk and such actions may cause Services to such Equipment to be excluded.

15. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS.

- a. All patents, trademarks, service marks, or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, specifications, drawings, technical information, know-how and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world ("IPR") arising under this Agreement, except to the extent that they comprise or incorporate IPR supplied by Customer, shall, as between the Parties, vest in and be owned by L3Harris absolutely and Customer shall acquire no right, title, or interest therein.



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- b. Any computer program, firmware, or other software forming part of the Equipment or supplied by L3Harris to Customer pursuant to this Agreement shall remain the exclusive property of L3Harris (or its licensee) and such software shall, unless otherwise agreed in writing, be licensed to Customer under the license terms applicable to the Equipment, software, or systems to which they relate.
- c. Unless otherwise indicated, information provided to Customer via Tech-Link is copyrighted by and proprietary to L3Harris and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use, or otherwise used in whole or in part in any manner without L3Harris' prior written consent.
- d. All Software Updates and Security Updates shall be made available to Customer Point of Contact. In addition, each Software Update shall contain at least one (1) set of Software Release Notes. In the event any software media incurs damage while being made available from L3Harris to Customer Point of Contact, then L3Harris shall provide replacements to Customer at no additional charge.
- e. Customer agrees that if it makes any backup copies of any Software Update supplied by L3Harris, Customer will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update and will label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris. Nothing herein grants Customer any right to sublicense any software included in a Designated System or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.
- f. Customer agrees not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update or unless the prior written consent of L3Harris is obtained. Under no circumstance shall Customer create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- g. Third-Party Software and Third-Party Support Agreements (relative to the Third-Party Software) will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Software and Third-Party Support Agreements are available for sale to Customer (at Customer's expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Software obsolescence or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required (and if available) Third-Party Support Agreements or Software of any Software that has become obsolete or unavailable.
- h. Nothing herein grants Customer any right to sublicense any software included as part of the Equipment or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.

16. FORCE MAJEURE.

L3Harris shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to a Force Majeure Event as defined in this Agreement. In the event such delays or failures interrupt L3Harris' Services to Customer, L3Harris shall promptly notify Customer of the circumstances and the anticipated delay. Subject to L3Harris promptly notifying Customer in writing of the reason for and likely duration of the delay, the performance of L3Harris' obligations, to the extent affected by the delay, shall be



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suspended during the period that the cause persists provided that L3Harris shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within ninety (90) days of that Notice the Customer may at any time thereafter, but in any event before resumption of obligations by L3Harris, by Notice terminate the affected portion of this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained shall be construed to constitute the Parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no Party may act for or bind another Party in any dealings with a Third-Party.

18. DISPUTES.

The Parties shall attempt to resolve in good faith any disputes arising under or in relation to or in connection with this Agreement or its subject matter. If good faith negotiations between the Parties fail to resolve the dispute then, before issuing court proceedings, the Parties shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts.

19. JURISDICTION.

The construction, validity, and performance of this Agreement shall be governed and interpreted by the laws of the State of Oregon, excluding its rules pertaining to conflict of laws. L3Harris consents to the personal jurisdiction of the state and federal courts within the State of Oregon. Venue for any legal proceedings shall be in any state or federal court in the State of Oregon, and the Parties waive all objections based on venue or forum non conveniens with respect to this Agreement.

20. WAIVER OF JURY.

By entering into this Agreement, L3Harris and Customer hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

21. POINT OF CONTACT.

- a. Customer shall appoint two or more individuals to each be a Point of Contact who will interface between the Customer and its employees and L3Harris.
- b. Customer shall ensure each Point of Contact is an individual with sufficient technical expertise to be able to interact knowledgeably with L3Harris' technical support personnel.
- c. Names; contact information; and areas of specialty, if applicable, for each Point of Contact will be provided by Customer and attached as Attachment D ("Point of Contact and Notice"), to this Agreement.
- d. Customer shall provide Notice to L3Harris of any changes to Point of Contact information and shall submit a new Attachment D ("Point of Contact and Notice") within ten (10) business days of any significant modifications.

22. NOTICE.

Notices between the Parties shall be transmitted in writing by certified mail nationally recognized overnight courier service to the Parties at the addresses set forth in Attachment D ("Point of Contact and Notice") of this Agreement and shall be deemed effective upon receipt by the receiving Party. Either Party may change its address by giving Notice in writing thereof to the other Party.



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23. WARRANTY.

- a. Any warranty provided outside this Agreement will take precedence for Equipment covered by such a warranty.
- b. SERVICE WARRANTY. ALL SERVICES PROVIDED THROUGH THIS AGREEMENT SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, L3HARRIS HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT OR ACCURACY, (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED TO NINETY (90) DAYS.
- c. CUSTOMER REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY UNDER THIS AGREEMENT SHALL BE, AT L3HARRIS' OPTION, RE-PERFORMANCE OF THE SERVICES, TERMINATION OF THIS AGREEMENT, REMOVAL OF THE AFFECTED EQUIPMENT FROM THE EQUIPMENT LIST, REPLACEMENT OF THE EQUIPMENT AT ISSUE, AS APPLICABLE, CESSATION OR MODIFICATION OF THE APPLICABLE SERVICES AND RETURN OF THE PORTION OF THE SUPPORT FEES PAID TO L3HARRIS BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.
- d. REPAIR WARRANTY. ANY REPAIRED OR REPLACEMENT EQUIPMENT FURNISHED THROUGH SERVICES OF THIS AGREEMENT SHALL BE WARRANTED FOR THE REMAINING AND UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD FOR THAT PART OR EQUIPMENT, OR NINETY (90) DAYS, WHICHEVER IS GREATER. ANY ORIGINAL WARRANTY PERIOD SHALL NOT BE EXTENDED. WHERE A FAILURE CANNOT BE CORRECTED BY L3HARRIS THROUGH COMMERCIALY REASONABLE EFFORTS, L3HARRIS WILL REFUND TO BUYER THE FEES PAID FOR THE REPAIRED OR REPLACED EQUIPMENT LESS DEPRECIATION.
- e. L3HARRIS MAY REPLACE OR REPAIR EQUIPMENT WITH NEW OR SUBSTITUTE PRODUCTS OR PARTS, AT ITS SOLE DISCRETION, BASED ON L3HARRIS' BUSINESS NEEDS.

24. LIMITATION OF LIABILITY.

- a. Nothing in this Agreement shall limit L3Harris' or its suppliers, agents, subcontractors, representatives' liability for personal injury or death caused by its negligence.
- b. L3Harris' liability to Customer or to any Third-Party arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort (including, without limitation, negligence) or otherwise shall be limited to the greater of i) amounts paid or payable by Customer to L3Harris for the applicable Services during the six (6) months preceding the event or circumstances giving rise to such liability or ii) one hundred thousand (\$100,000) US dollars. The liability of L3Harris shall be cumulative and not per incident.



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- c. Subject to the exceptions set forth in this Section, in no event shall L3Harris or its suppliers, agents, subcontractors, representatives be liable for any incidental, special, punitive or consequential damages, lost profits or lost or damaged data, or any indirect damages, whether arising in contract, tort (including negligence) or otherwise even if such losses or damages were foreseen, foreseeable, known or otherwise.

25. COVERAGE, INTERFERENCE, AND THIRD-PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon L3Harris unless reduced to a writing signed by an authorized representative of L3Harris and made a part of this Agreement. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of L3Harris such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. L3Harris cannot be responsible for interference or disruption of Services caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Customer's expense) of corrective devices adapted for locations and installations. L3Harris may, at Customer's request and at Demand Services, investigate interference reported by Customer, and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Customer utilizes facilities or services supplied by others such as common carrier services or shared services, L3Harris shall have no responsibility for the availability or adequacy of any such facilities or services.

26. INSURANCE.

L3Harris shall obtain and at all times during the Term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State(s) in which Customer's facilities are located, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary and evidenced by a Certificate of Insurance ("COI"), upon Customer's request.

27. SUBCONTRACTORS.

- a. L3Harris may subcontract Services in whole or in part. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory by L3Harris, L3Harris will arrange for continuing Services or Demand Services by qualified technicians for the duration of this Agreement.
- b. L3Harris shall not be liable for any work performed by a subcontractor, unless such subcontractor is performing work under L3Harris' direction and pursuant to a mutually executed agreement between L3Harris and the Customer.
- c. During the Term of this Agreement and continuing for a period of two (2) years after, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any Third-Party, any employee of L3Harris, or its subcontractors without the prior written authorization of L3Harris. This condition applies only to those employees of L3Harris or its subcontractors who are responsible for rendering Services under this Agreement. Customer shall not, however, be prohibited from employing any such person who contacts Customer on his or her own initiative and without any direct solicitation.

28. GENERAL.



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- a. The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of such provision and shall in no way affect the right later to enforce the terms and conditions. All waivers must be provided in writing by the Party waiving their rights under this Agreement.
- b. This Agreement cannot be amended, modified or any provisions waived orally. The Parties must execute an Amendment for any changes, amendments, or modifications to be effective.
- c. If any part or parts of this Agreement are held illegal, invalid, or unenforceable by any court or administrative body of competent jurisdiction, such determination shall not affect the legality, validity, or enforceability of the remaining parts of this Agreement which shall remain in full force and effect. Where available, the Parties shall use commercially reasonable efforts to agree upon a new stipulation resembling the invalid one in commercial purpose and effect.
- d. This Agreement may not be assigned by either Party without the consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, L3Harris may: i) assign all its rights, obligations and liabilities under this Agreement to any subsidiary or parent company; or ii) assign its rights to monies due or payable under this Agreement; provided, that, L3Harris shall provide Customer with Notice of any such assignment. L3Harris' assignment of monies due or payable under this Agreement will not relieve L3Harris of any obligations or responsibilities to Customer hereunder.

29. MERGER/ENTIRE AGREEMENT.

This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior implied, oral, or written communications between the Parties. There are no conditions, understandings, agreements, representations or warranties expressed or implied, that are not specified herein.

IV. DEFINITIONS

1. **AMENDMENT.** Means a written order, signed by both Parties, that amends, modifies, or waives any terms and conditions and/or Services of this Agreement.
2. **BUSINESS HOURS.** Means the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday excluding, national, state, and local holidays. Local time and local holidays are based on where the Customer's site(s) are located.
3. **COMMENCEMENT DATE.** Means the date on which the Term of this Agreement begins as outlined in this Agreement.
4. **CONFIDENTIAL INFORMATION.** Means all pricing, software, technical, and IPR, commercial, financial, proprietary, trade secret, or other information and materials concerning the business and affairs of L3Harris.
5. **CRITICAL SPARES.** Means the Spare Parts a Customer is required to have on site at all times, as described in this Agreement and listed in Attachment C ("Critical Spares List").
6. **DEMAND SERVICES.** Means service requests beyond the scope of this Agreement. Demand Services may be performed for an additional cost, as determined by L3Harris. The installation, maintenance, repair, removal, reinstallation, and/or replacement of equipment not associated with the Services as defined in this Agreement shall be considered Demand Services. L3Harris has the right to reasonably refuse to provide Demand Services. Work performed outside of Business Hours



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may be considered Demand Services. Time lost or changes in the Services due to any delay caused by Customer's action or inaction may be considered Demand Services.

7. **DESIGNATED SYSTEM(S).** Means the L3Harris system(s) purchased by Customer and identified in Equipment List. The Designated System does not include excluded products or other systems to which the Designated System may be linked.
8. **DIAGNOSTIC FEE.** Means the fee that is charged if Customer disapproves charges to repair and/or replace Equipment upon L3Harris' determination for repair or replacement of Equipment, as per applicable service in Attachment B ("Service Description"). L3Harris will charge Customer a Diagnostic Fee based on the repair facility used and return the unrepaired Equipment to Customer.
9. **EMERGENCY CALLS.** Means calls received by L3Harris from Customer for Priority Technical Support (PTS) or Preferred Technical Support, as applicable, because of the Designated System being partially or completely off the air.
10. **EQUIPMENT.** Means the Hardware, Platform, software, and Designated System(s), for which Services are to be provided under this Agreement as identified exclusively and expressly outlined in the Equipment List attached to this Agreement as Attachment A ("Equipment List").
11. **EXCLUDED SERVICES.** Means the services specifically excluded in this Agreement as outlined within the Excluded Services of this Agreement, or other exclusions defined additionally in other parts of this Agreement.
12. **FORCE MAJEURE EVENT.** Means any event or circumstance or combination of events or circumstances that: i) is beyond the reasonable control of the affected Party; ii) could not have been mitigated, avoided, or prevented through the exercise of reasonable care and precautions; and iii) materially and adversely affects the performance by such Party of all or a part of its obligations under or pursuant to this Agreement. Force Majeure Events include but are not limited to acts of God, acts of government, war (declared or undeclared), insurrection, acts of terrorism, fires, severe weather, floods, earthquakes, epidemics, pandemics (including but not limited to COVID-19), quarantines, strikes, labor disputes, blackouts, embargoes, natural disaster, emergency conditions incompatible with safety or good quality workmanship, invasion, armed conflict or act of foreign enemy, blockade, revolution, rebellion, riot, civil commotion, sabotage; radioactive contamination or ionizing radiation; labor or material shortages that could not have been reasonably foreseen; any changes in law, including changes in tax laws; any lightning, hurricane, drought, tsunami, monsoon, tempest, storm, cyclone, volcano, mudslide, typhoon, tornado, or other unusually severe weather or act of nature; explosion or chemical contamination; any blight, famine, plague; any transportation accidents; suspension of flight operations due to inclement weather; delays of suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both L3Harris and its supplier, or any similar unforeseen event that renders performance commercially implausible.
13. **HARDWARE.** Means, collectively, Infrastructure Hardware.
14. **INFRASTRUCTURE.** Means the i) Radio Frequency (RF) site (consisting of only a duplexer, combiner, multicoupler, channels, Internet Protocol (IP) channel routers with interface cards, Network Sentry, Unified Audio Card (UAC), and Mini-Mobility Exchange (MME); ii) the dispatch site (consisting of only IP consoles, IP console switches, IP console routers, IP console internal interface cards, and IP console power supplies; or iii) VIDA Core equipment (consisting of only the VIDA Core IP server, storage array, IP router, backup device, firewall, fault management data collection device, and network management pc interface). Infrastructure and respective quantities are specifically itemized in the Equipment List.



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15. **INFRASTRUCTURE HARDWARE.** Means the equipment, goods, and materials for the Infrastructure.
16. **L3HARRIS LICENSED PROGRAMS.** Means all L3Harris software programs and associated documentation nonexclusively licensed to Customer by L3Harris for use solely with the Designated System(s).
17. **NON-L3HARRIS INFRASTRUCTURE.** Non L3Harris Infrastructure may comprise of the following: microwave or data transport system components (such as microwave, fiber, multiplexors, and routers), logging recorders, timing receiving or generation systems, towers, tower top amplifiers, shelters, fences, landscaping, dehydrators, fuel tanks, alternating or direct current power systems (uninterruptible power supply (UPS), bi-directional amplifiers (BDAs), monitors, inverters, converters, generators, or feeds), heating ventilation air conditioning (HVAC), fire suppression, and/or other environmental monitoring or affecting systems. Non-L3Harris Infrastructure and respective quantities for which Services will be provided are specifically itemized in the Equipment List.
18. **ON-SITE CORRECTIVE MAINTENANCE.** Means investigation of a Customer-reported problem at Customer's location after remote diagnostics are made and repair or replacement of Equipment, if necessary, using Customer purchased Spare Parts.
19. **OPERATING SYSTEM PATCHES.** Means modifications made by vendors of Third-Party Software Products to address issues or provide Security Updates.
20. **OPERATING SYSTEM PATCH DISTRIBUTION.** Means providing Operating System Patches to which the Customer is entitled under this Agreement for the Security Update Management Service (SUMS+), if applicable.
21. **PLATFORM.** Means the Infrastructure Hardware in combination with the operating system.
22. **POINT OF CONTACT.** Means the person(s) identified in this Agreement, as designated by the Customer. The Point of Contact will be the primary interface between Customer's employees and L3Harris.
23. **PREVENTIVE MAINTENANCE.** Means tests, checks, and alignment on Customer's Equipment to ensure that the Equipment meets the specifications of each Equipment's manual.
24. **RESPONSE TIMES.** Means the expected timeframe for L3Harris to respond to an unscheduled system problem or outage event as described in the applicable Attachment B ("Service Descriptions").
25. **SECURITY TECHNICAL IMPLEMENTATION GUIDE (STIG).** Means a methodology for standardized secure installation and maintenance of computer software and hardware.
26. **SECURITY UPDATES.** Means updates to software meant to mitigate, address and/or resolve product security vulnerabilities in system components offered by L3Harris. These updates include Vendor Patches and/or Vendor Work-Arounds. Third-Party Software Product remediations and security policy updates provided by VIDA Secure Sentry, as applicable.
27. **SECURITY UPDATE DISTRIBUTION.** Means providing Security Updates to which the Customer is entitled under this Agreement and the VIDA Secure Sentry Installation, as applicable.
28. **SERVICE(S).** Means Services to be provided by L3Harris, as identified and limited in the Section I. ("Scope"), Section II. ("Services"), and more specifically described in Attachment B ("Service Descriptions"), to be performed on Equipment identified on the Equipment List, as applicable.



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29. **SOFTWARE RELEASE NOTES.** Means a set of notes provided by L3Harris detailing the contents of the Software Update or Operating System Patches, as applicable, and providing installation instructions, as applicable.
30. **SOFTWARE UPDATES.** Means L3Harris provided Software Updates for L3Harris Licensed Programs available for corrections, modifications, or minor enhancements to software for Equipment under this Agreement, including enhancements and/or corrections to existing features for the Equipment.
31. **SPARE PART(S).** Means additional parts required to complete repairs of the Equipment.
32. **SUMMARY REPORT.** Means communication to indicate action taken in a report to be provided to Customer within the frequency and intervals, and as exemplified under the applicable Attachment B (“Service Descriptions”) for Services, or in another format as determined by L3Harris.
33. **SUPPORT FEES.** Means the amounts listed in Section II. (“Services”) in USD.
34. **SYSTEM ADMINISTRATION.** Means maintaining the Unified Administration System (UAS) database of radio terminals authorized to operate on Customer’s system by adding, deleting, and/or modifying radio terminals from UAS and initiate radio terminal Disable/Enable commands as necessary, and as requested by Customer.
35. **SYSTEM RELEASE.** Means a specific combination of Platform, software, and operating system.
36. **TAC.** Means the L3Harris Technical Assistance Center.
37. **TECH-LINK.** Means the technical information section of L3Harris’ web site. Access is restricted to authorized subscribers via a user ID and password login.
38. **TERMINALS.** Means mobile radios, portable radios, control stations, vehicle repeaters, or back up dispatch radios that consist of mobile or portable radios as their prime radio transmitter. Terminals and respective quantities are specifically itemized in the Equipment List.
39. **THIRD-PARTY(IES).** Means any entity other than L3Harris that provides products or services to Customer, whether managed by or processed through L3Harris.
40. **THIRD-PARTY SOFTWARE PRODUCTS.** Means software owned by a party other than L3Harris excluding Original Equipment Manufacturer software licensed by L3Harris to Customer as part of the software.
41. **THIRD-PARTY SUPPORT AGREEMENT(S).** Means Third-Party agreements provided by Third-Party to provide technical support for their Third-Party products whether hardware or software. These Third-Party Support Agreements allow for installation of Operating System Patches within the Designated System and are required in order for Customer to receive SUMS+, SMS, and VIDA Secure Sentry services, as applicable.
42. **VENDOR PATCHES.** Means software patches provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.
43. **VENDOR WORK-AROUNDS.** Means configuration and/or procedural changes provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.

Intending to be bound hereby, the L3Harris and Customer have caused this Agreement to be executed, as of the latest date below, by the Parties’ duly authorized representatives.



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L3HARRIS TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT A
EQUIPMENT LIST

The Services will apply for the following Equipment:

INFRASTRUCTURE

QTY	DESCRIPTION

Where applicable, the Designated System will be defined as the following L3Harris Infrastructure:

DESIGNATED SYSTEM

SYSTEM NAME	SYSTEM CLASSIFICATION

SITE LOCATIONS

QTY	DESCRIPTION



ATTACHMENT B SERVICE DESCRIPTIONS

I. SERVICES

L3Harris Infrastructure Managed Services Packages	Managed Service
Premium Technical Support (PTS) – 3 rd Party Maint Agreement	Included Infrastructure
Security Update Management Service (SUMS+)	Included Infrastructure
Software Managed Services (SMS)	Included Infrastructure
SMS Installation Service (4xs per year)	Included Infrastructure
Security Update Installation Services (4xs per year)	Included Infrastructure
Annual Preventive Maintenance	Included Infrastructure
Priority TAC 7x24	Included Infrastructure
(1) Planned Core/Network Upgrade	Included Infrastructure
On-Site Corrective Maintenance (40 hrs. annually)	Included Infrastructure
Obsolescence Protection (Gateway & Consoles)	Included Infrastructure

I. PREMIUM TECHNICAL SUPPORT (PTS)

1. Service Description. Provides technical assistance to answer questions and help resolve issues. Provides support renewals for Third-Party software licenses as needed to provide the Services, and support renewals for server and networking equipment used in the Designated System.
2. Service Request. Customer’s Point of Contact shall follow Section III.7 (“Service Request Procedure”), and specifically call L3Harris’ Technical Assistance Center (TAC) at 1-800-528-7711 or email PSPC_TAC@L3Harris.com.
3. Levels of Technical Assistance Support:
 - a. Level 1 First Line Support. Means telephone helpdesk or answer center receiving Customer’s inbound Service Requests via phone, web forms, or email. L3Harris service representatives log, categorize, prioritize, and route incidents reported by Customers and can implement basic, documented break-fix tasks.
 - b. Level 2 Second Line Support. Means troubleshooting of Service Requests via L3Harris documented processes and workflows and maintaining a Run-Book which is used to record Service Requests, resolutions, and assists in collaborating with any other support or dependency groups in case the incident has linkage to other support personnel or outside vendors.
 - c. Level 3 Third Line Support. Means detailed troubleshooting of Service Requests by L3Harris technical experts who resolve issues that are typically difficult or subtle; participate in management, prioritization, minor enhancements, break fix activities, problem management, stability analysis; subject matter experts in technology platforms. If a fix involves a major enhancement or a development, the problem is transferred to L3Harris engineering. L3Harris engineers may require root or administrator access to the Designated System.
 - d. Level 4 Product and Vendor Support. Means direct support by L3Harris or vendor product architects, engineers, software developers, or hardware designers. The Service Request escalation process may involve product bugs, detailed configuration requirements, or other expert level guidance. Level 4 support is subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement.
4. L3Harris Responsibilities:
 - a. Provide Customer with 24x7x365 Level 1 First Line Support through Level 4 Product and Vendor Support for resolving issues with the Equipment.
 - b. Respond to non-Emergency Calls within two (2) hours from the time of Service Request
 - c. Respond to Emergency Calls within one (1) hour from the time of Service Request.



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- d. Provide Customer with access to Tech-Link.
- e. Manage Third-Party Equipment and software subscription services and licenses to ensure Customer can receive, as applicable, Security Updates, Operating System Patches, Level 3 Third Line Support, and Level 4 Product and Vendor Support for Third-Party Equipment and its software as included in the Equipment List. Subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement, this includes the purchase of Third-Party software subscription renewals and software licenses when necessary to provide the Services. Additionally, this includes the purchase of support renewals for server and networking equipment used in the Designated System.
- f. Provides new versions of Third-Party software applications as part of Premium Technical Support (PTS) when installation of Software Updates requires a new version of Third-Party software application.
- g. Coordination with On-site support services, as necessary. On-site support services are not included in Premium Technical Support but may be purchased by the Customer as Demand Services.

II. SECURITY UPDATE MANAGEMENT SERVICES (SUMS+)

- 1. Service Description. Provides periodic updates to Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities.
- 2. Service Request. No Service Request is needed. L3Harris shall notify Customer when Operating System Patches are available. For additional SUMS+ related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
- 3. L3Harris Responsibilities:
 - a. Provide periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities. Operating System Patches will contain at least one (1) set of Software Release Notes. Operating System Patches will include patches for the Third-Party operating systems used in the Infrastructure.
 - i. Operating System Patches Upon Enrollment. As determined by a system configuration baseline and documentation audit performed by L3Harris, L3Harris shall provide to Customer the Operating System Patches required, if any, to bring the L3Harris Operating System Patches within the Designated System(s) up to L3Harris current levels. This excludes updates to new versions of Third-Party Software Products. New versions of Third-Party Software Products are included as part of PTS Service Description. Customer will be required to have current license, services, and/or support agreement(s) with Third-Party vendor(s) which allow for installation of Operating System Patches within the Designated System. L3Harris shall assist Customer in obtaining necessary Third-Party Support Agreements through PTS. Any additional cost to secure these Third-Party Support Agreements is the sole responsibility of the Customer.
 - ii. Subsequent Operating System Patches. During the Term, L3Harris shall provide Operating System Patches to Customer for Third-Party operating system software included in the Designated System.
 - b. Monitoring. L3Harris uses reasonable efforts to monitor pertinent governmental, vendor, independent sources, and open source information databases to identify vulnerabilities and subsequent resolutions applicable to Third-Party operating systems used by the Designated System(s). L3Harris shall identify and document latest known system vulnerabilities and compliance issues discovered and provide a status and recommendations report via Tech-Link.
 - c. Operating System Patches Pretest. Operating System Patches are tested on dedicated security verification test systems to ensure proper system operation prior to general release.



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- d. Delivery. Operating System Patches shall be provided to the Customer Point of Contact.
 - i. Operating System Patches are electronically distributed to target devices via a client-server application running within the Designated System(s). This application provides the full scheduling capabilities should an application restart or server reboot be necessary to complete the update process.
 - ii. Telephone support is available through TAC, with respect to the installation of Operating System Patches.
 - iii. On-site support for installation is not included in SUMS+ but may be purchased by the Customer. See SUMS+ Installation.
4. Limitations. Operating System Patches provided by L3Harris are limited to L3Harris' current and current minus one System Release levels, therefore, Customer may be required to purchase and install, at Customer's expense, additional or upgraded Hardware or software in order to take full advantage of Operating System Patches. **NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS TO PROVIDE OPERATING SYSTEM PATCHES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.**
5. Customer Delegation. Customer hereby delegates, grants, and assigns to L3Harris, acting as the Customer's agent, all approval rights relating to the selection of Operating System Patches. All approvals given to Third-Party vendors by L3Harris shall be deemed as being granted by the Customer.

III. SOFTWARE MANAGED SERVICES (SMS)

1. Service Description. Provides periodic Software Updates to L3Harris Licensed Programs.
2. Service Request. No Service Request is needed. L3Harris shall notify Customer when SMS are available. For additional SMS related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. L3Harris Responsibilities:
 - a. Deliver Software Updates electronically to Customer's Point of Contact and make available for download by Customer unless Customer requests and it is mutually agreed to provide the Software Update in another format. Hardware purchases or upgrades, at Customer's expense, may be necessary for Customer to fully implement the Software Updates.
 - b. Provide at least one (1) set of Software Release Notes.
 - c. Provide replacements to Customer at no additional charge, for any software media that incurs damage during shipment.
 - d. Make available system level release documentation, prior to the general release of a major System Release by L3Harris for L3Harris Licensed Programs, announcing the impending release, and detailing its contents and impact, if any, on any other L3Harris Hardware or software components.
4. Compatibility with Hardware. Customer acknowledges that Software Updates may not operate on older hardware. **NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.**
5. System Configuration Baseline and Documentation Update. As part of the initial enrollment process, L3Harris may deem it necessary to conduct a system audit of the Designated System(s) to be covered under this Agreement. If said audit is required, audit will be conducted and used to verify Customer's first-year SMS fee and to determine the System Release levels for L3 Harris Licensed Programs contained within the Designated System at the time of enrollment, together with any Hardware updates necessary to accommodate Software Updates. Customer may incur additional costs for modifications or updates required to initiate the SMS.



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- 6. Installation Phone Support. Customer may use TAC telephone support with respect to the installation of Software Updates.
- 7. Tech-Link. Customer, through the Customer Point of Contact, will have access to Tech-Link via a user ID and password authorization to access release documentation and downloadable distribution media.
- 8. Services Not Included. Unless Obsolescence Protection and/or Planned Network Upgrade, as applicable, are purchased by Customer (See Section II. Services, of this Agreement), Hardware upgrades, are not included within the scope of this Agreement.
 - a. If a Software Update requires a corresponding Hardware change, Customer will be required to separately purchase the compatible Hardware to fully install and utilize the Software Update. L3Harris will endeavor to notify Customer in advance of any Hardware changes needed to implement a Software Update, via the system-level release documentation or other reasonable method of communication from L3Harris.
 - b. The installation of Software Updates may require a new version of one or more Third-Party software applications which new versions of Third-Party software applications are not included as part of SMS.

IV. SMS INSTALLATION

- 1. Service Description. Manages the installation of SMS Software Updates 4 times annually.
- 2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager, identified in Attachment D (“Point of Contact and Notice”).
- 3. L3Harris Responsibilities:
 - a. Install the L3Harris Software Updates 4 times annually during the Term of this Agreement.
 - b. Provide Customer with a Business Hours installation schedule and approximate Equipment out of service periods (if any).
 - c. Provide labor (during Business Hours) for SMS installation per L3Harris Licensed Software Update installation process.
 - d. Provide Customer with a Summary Report as part of the installation of SMS Software Updates as exemplified below, or another format as determined by L3Harris:

WO No.	Date	Task	Description of Software Package	Completion Date
123456	7/4/2021	Software Update received.	Loaded new software per release notes.	7/4/2021

- 4. Exclusions:
 - a. This SMS Installation Service does not include upgrade or update efforts requiring network engineering, design engineering, configuration engineering, system engineering, program management, or full software installation or software implementation or major system upgrades requiring component or hardware updates or upgrade. Not included in Software Updates are system updates from any previously released software update. Upon request for these updates, software installation services, or any services requiring network engineering, design engineering, configuration engineering, system engineering, or program management services, L3Harris will provide a detailed quote for Customer to purchase separately.

V. STANDARD REPAIR SERVICES

- 1. Service Description. Provides factory/depot repair services for the Equipment.
- 2. Service Request.



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- a. Customer’s Point of Contact shall initiate a Return Material Authorization (“RMA”) request for repair services through the online portal at L3Harris.com or by calling L3Harris at 1-800-368-3277.
 - b. A Return Material Authorization (“RMA”) will be provided to Customer within two (2) business days from the date of receipt of Customer’s RMA request.
 - c. Customer shall follow the instructions listed on the RMA. Customer shall ship, at Customer expense, the Equipment to the address specified in the RMA. Customer shall include a copy of the RMA form inside the box, and clearly display the RMA number on the outside of the box containing the Equipment.
 - d. Customer shall pack Equipment adequately to prevent damages during transit and bear the risk of damage during transit. Equipment damaged during transit will be returned to Customer un-repaired and may incur a Diagnostic Fee. If Customer wants multiple items listed on a single RMA to be returned together, Customer must specifically request a complete shipment from L3Harris.
3. Schedule for Standard Repairs.
- a. Standard repairs will be completed in approximately ten (10) business days for L3Harris Equipment, and approximately thirty (30) business days for Third-Party Equipment from the date of receipt of the Equipment.
 - b. If Customer wants the Equipment repaired sooner than the estimated dates within this Section, the Customer must contact L3Harris for additional options which may result in additional charges.
4. L3Harris Responsibilities:
- a. Notify Customer if any Equipment, received from Customer, appears damaged during shipment or is missing.
 - b. Verify the Equipment received against Customer submitted RMA.
 - c. Perform a visual inspection and operational check on Equipment to determine nature of the problem and repairs required.
 - d. Make the required repairs and test the functionality of the repaired Equipment or manage the repair through the Third-Party manufacturer, if applicable.
 - e. Package, ship, and return the repaired Equipment to Customer, at L3Harris’ expense, as the Equipment is repaired.
 - f. Provide a Summary Report similar to the example below, or another format as determined by L3Harris:

WO No.	Date	Problem	Resolution	Resolution Date
123456	7/4/2021	No card communication.	Corrupt software. Reloaded. Passed communication tests.	7/4/2021

- g. Ship multiple Equipment listed on a single RMA together only if Customer specifically requests complete shipment.
 - h. Pack outbound shipments properly and bear the responsibility for damage that occurs prior to delivery to Customer.
5. Customer Verification. At Customer’s expense, Customer shall reinstall and validate operation of repaired Equipment.
6. Non-Standard Repair.
- a. L3Harris may determine, in its sole discretion that the repair of Equipment is not within the scope of Services of this Agreement. This may be due to the unavailability of parts, equipment or part obsolescence; or because the services needed are Excluded Services, as described in Section III. 5 (“Excluded Services”);
 - b. If L3Harris determines, for the reasons set forth above, that Equipment is not within the scope of this Agreement, L3Harris shall determine and provide to Customer an estimate of



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additional time required and either i) all additional charges required to perform repairs or ii) the cost to replace the Equipment.

- c. If Customer approves the additional charges, the repaired or replacement Equipment shall be shipped to Customer. If Customer disapproves the additional charges, L3Harris will charge a Diagnostic Fee and return the unrepaired Equipment to Customer.

VI. ANNUAL PREVENTIVE MAINTENANCE

1. Service Description. Includes regularly scheduled tests, checks, and routine alignments of the Infrastructure Equipment.
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7
3. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
4. L3Harris Responsibilities:
 - a. Provide Customer with a Preventive Maintenance Business Hours schedule and approximate Equipment outage times (if any).
 - b. Perform Preventive Maintenance on the Equipment based on L3Harris’ best practices and in accordance with the Preventive Maintenance Table(s).
 - c. Provide Customer with a Summary Report in the format shown in the Table(s) below, or another format as determined by L3Harris.

INFRASTRUCTURE EQUIPMENT PREVENTIVE MAINTENANCE TABLE

Technician _____

Date _____

	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
GENERAL	Check RF, data and audio cable condition	Annual		
	Check general alarm status, troubleshoot and investigate any found alarm conditions	Annual		
	Check condition of punch blocks	Annual		
	Perform a general talkgroup test	Annual		
	Perform a multisite test	Annual		
	Perform an individual call test	Annual		
MASTR V BASE STATION (Manual MM-017079-001)	Check simulcast timing, adjust	Annual		
	Check transmitter RF power output doesn’t exceed station authorization	Annual		
	Check transmitter frequency stability is within correct ppm of specification	Annual		
	Check modulation deviation is within correct kHz of specification	Annual		
	Check Receiver BER	Annual		
	Verify alarm functionality	Annual		
	Check call processing, each channel	Annual		



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	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
	Clean physical filters	Annual		
	Inspect RF lines	Annual		
	Inspect audio and data cables for snug connection	Annual		
	Verify control channel operation and rolling	Annual		
	Perform power supply voltage checks	Annual		
MASTR III BASE STATION (Manual MM102554V1)	Check simulcast timing, adjust	Annual		
	Check transmitter RF power output doesn't exceed station authorization	Annual		
	Check transmitter frequency stability is within correct ppm of specification	Annual		
	Check modulation deviation is within correct kHz of specification	Annual		
	Check receiver sensitivity	Annual		
	Verify alarm functionality	Annual		
	Check basic call processing, each channel	Annual		
	Clean physical filters	Annual		
	Inspect RF lines	Annual		
	Inspect audio and data cables for snug connection	Annual		
	Verify control channel operation and rolling	Annual		
	Perform power supply voltage checks	Annual		
GPS RECEIVERS	Verify GPS sync	Annual		
	Verify alarm functionality	Annual		
	Verify battery functionality	Annual		
	Check power supply voltage	Annual		
NETWORK	Check and verify RNM alarms	Annual		
	Inspect Ethernet cables	Annual		
	Check MPLS router voltage	Annual		
	Check MPLS router cables	Annual		
	Check MPLS router alarms	Annual		
	Check dual CPU operation	Annual		
	Check servers for dust	Annual		
CONSOLES	Check console link to VNIC	Annual		



	PREVENTIVE MAINTENANCE (IF APPLICABLE & AS NECESSARY)	PERIOD	PASS FAIL	
	Check RF, data and audio cable condition	Annual		
	Verify operation of touch screen monitor	Annual		
	Check and clean keyboard	Annual		
	Verify CD drive functional	Annual		
	Verify console basic call functionality	Annual		
	Check select and unselect speaker audio output for clarity	Annual		
CONSOLE ACCESSORIES	Check microphone, headset jacks, foot switches for condition and functionality	Annual		
PAGING UNIT	Check functionality	Annual		
CALL DIRECTOR	Check functionality	Annual		
ISSI	Check functionality	Annual		
	Check for alarms	Annual		
FIBER RING	Verify fiber ring switching functionality	Annual		
	Check condition of fiber cables	Annual		
	Check fiber connection unit for alarms	Annual		
VIP CONSOLES	Check for system connectivity	Annual		
	Verify cd drive functional	Annual		
	Verify console basic call functionality	Annual		
	Check select and unselect speaker audio output for clarity	Annual		
	Check microphone, headset jacks, foot switches for condition and functionality	Annual		
VOTER	Check audio input and output levels	Annual		
	Check voting operation	Annual		
	Check power supply voltage	Annual		

VII. SUMS+ INSTALLATION

1. Service Description. Manages the installation of SUMS+ Operating System Patches on a periodic basis.
2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
3. L3Harris Responsibilities:



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- a. Install the Operating System Patches.
- b. Provide Customer with a Business Hours installation schedule and approximate Equipment out of service periods (if any).
- c. Provide labor (during Business Hours) to install SUMS+ Operating System Patches.
- d. Provide Customer with a Summary Report in the format shown below, or another format as determined by L3Harris:

WO No.	Date	Task	Description	Completion Date
123456	7/4/2021	Operating System Patches received.	Loaded new Operating System Patches per release notes.	7/4/2021

- 4. Exclusions:
 - a. This SUMS+ Installation Service does not include upgrade or update efforts requiring network engineering, design engineering, configuration engineering, system engineering, program management, or full software installation or software implementation or major system upgrades requiring component or hardware updates or upgrade. Not included in Operating System Patches are system updates from any previously released Operating System Patches. Upon request for these updates, software installation services, or any services requiring network engineering, design engineering, configuration engineering, system engineering, or program management services, L3Harris will provide a detailed quote for Customer to purchase separately.

VIII. PLANNED NETWORK UPGRADES

- 1. Service Description: Provide, at set intervals, new Infrastructure Hardware required to update the Platform and bring the Equipment up to date and compatible with the current System Release.
- 2. Service Request. To initiate this Service, Customer’s Point of Contact shall follow Section III.7. (“Service Request Procedure”), and specifically call their Regional Service Manager listed in Attachment D (“Point of Contact and Notice”).
- 3. L3Harris Responsibilities:
 - a. Perform a system audit to determine if any system modifications have been made that impact L3Harris’ ability to perform the Planned Network Upgrade. Customer accepts that the L3Harris labor quoted may be increased if system modifications are found during the system audit. L3Harris will provide the Customer a written report of the audit findings and any changes to the Planned Network Upgrades labor quotes within fifteen (15) working days of the completion of the system audit.
 - b. Provide Hardware Updates for replacement for the following Equipment, if listed on the Equipment List of this Agreement, as necessary to maintain compatibility with the latest System Release:
 - i. VIDA Core Servers (Premier, Unite and Connect Cores, and VASC)
 - ii. VIDA Management Terminal
 - iii. IP Routers located within the VIDA System network (VIDA Core, RF Sites, and remote dispatch locations).
 - iv. IP LAN Switches located within the VIDA System network (VIDA Core, RF Sites, and remote dispatch locations)
 - v. System Management Terminal/Quorum PC
 - vi. VIDA System Regional and Internet Firewalls
 - vii. Network Sentry (NWS)
 - viii. Mini-Mobility Exchange Data Controller
 - c. Provide the following during Business Hours:



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- i. Create a plan for the Planned Network Upgrade that details schedule, technical procedure, service impacts, resources required, and Customer support and coordination responsibilities.
 - ii. Identify, to the extent possible, and make recommendations for any Equipment that is incompatible with the software versions being installed, and any known impacts to Third-Party equipment or applications installed by Customer.
 - iii. Identify additional equipment or services outside the scope of the Planned Network Upgrade and provide quote to the Customer, if applicable.
 - iv. Provide project management support to manage the Service of the Planned Network Upgrades.
 - v. Provide engineering labor to design, review, and implement the Planned Network Upgrades.
 - vi. Provide the required staging labor from the L3Harris factory and shipping to the Customer to perform the Planned Network Upgrades.
 - vii. Provide the required field installation technician labor to perform the Planned Network Upgrades.
4. Customer Responsibilities:
- a. Comply with the L3Harris schedule to perform the Planned Network Upgrades.
 - b. Provide L3Harris with a Point of Contact that will coordinate with all impacted agencies for the Planned Network Upgrades, will Notify L3Harris when there is any activity that impacts the Equipment or Services.
 - c. Provide a system audit within six (6) months of the performance of the Planned Network Upgrades.
 - d. Receive and accept all Equipment upon shipment by L3Harris, store properly, and make available for use during the Planned Network Upgrades. Return all replaced Equipment to the L3Harris Lynchburg, VA facility, at Customer's expense, within one hundred eighty (180) days after the Planned Network Upgrades Equipment is shipped to the Customer.
 - e. Perform all backups to be used by L3Harris during the Planned Network Upgrades.
 - f. Procure additional resources, at Customer's expense, should the Planned Network Upgrades require resources other than those listed in or to provide functionality to devices beyond Planned Network Upgrades.
5. Additional Conditions and Exclusions:
- a. Planned Network Upgrades only includes Services needed for L3Harris Equipment compatibility to the L3Harris Software Managed Services (SMS) Infrastructure within the 10X platform for the Equipment on the Equipment List that are one release from the current release, and does not include Services for defects not corrected by the SMS update, or virus prevention or attacks, or configuration changes not required by the change in Equipment, or improper or custom system configurations, use, hardware, software, or features. Additional hardware, software, permissions, coverage testing, as-builts or other change documentation, licenses, subscriptions, system features or functionality, or services required by or beyond this Planned Network Upgrades will be procured by the Customer, at Customer's expense.
 - b. Planned Network Upgrades does not include system expansions, frequency or configuration changes, changes from industry standards or certification bodies (such as P25, LTE, ISO, UL, 3GPP, etc.), or the addition of features or functionality that are not part of the base equipment upgrade as determined and delivered by L3Harris within the 10X Platform. Upon discontinuance of Planned Network Upgrades, no additional Hardware will be provided and Customer will not be billed for any future years of Planned Network Upgrades.
 - c. Only the Equipment listed on the Equipment List is covered by the Planned Network Upgrades Services, to avoid any doubt, the following items are expressly excluded from the Planned Network Upgrades: Terminals, Non L3Harris Infrastructure, civil equipment such as towers and shelters, RF equipment such as base stations, combiners, antennas, power



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equipment such as generators and UPS, console ancillary equipment such as furniture, speakers, headsets, monitors, footswitches and keyboards, NetClock telephone equipment, connectivity equipment such as microwave or fiber routers and switches, logging recorder server, logging SAN, and associated logging devices, and any batteries.

IX. ON-SITE CORRECTIVE MAINTENANCE (40 hours Annually)

1. Service Description: Provides labor, during Business Hours, to troubleshoot, repair, and if necessary, remove and replace defective Equipment.
2. Service Request. To initiate this Service, Customer's Point of Contact shall follow Section II "Service Request Procedure," and specifically call their Regional Service Manager, identified in attachment D ("Point of Contact and Notice").
3. L3Harris Responsibilities:
 - a. On-Site Troubleshooting:
 - i. Dispatch personnel to investigate problem at Customer's location after remote diagnostics are made.
 - ii. Perform pre-diagnostics to confirm malfunction.
 - b. Repair or replace of failed Equipment per L3Harris determination:
 - i. Repair, if repairable, and perform testing to verify proper operation.
 - ii. Replace, if replaceable, with Customer purchased Spare Part and perform testing to verify proper operation.
 - c. Ship failed Equipment to L3Harris or Third-Party Standard Repair Services ("Depot") for repair:
 - i. Obtain a Return Material Authorization ("RMA")
 - ii. Ship (at Harris' expense) Equipment to the Depot.
 - iii. Manage and track repair status through the Depot process.
 - iv. Receive and bench diagnose (where possible) repaired Equipment to meet original specifications.
 - d. Return repaired Equipment:
 - i. Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.
 - ii. Return the repaired Equipment to the Spare Parts inventory, if a Spare Part was used.
 - e. Purchase the replacement of the failed Equipment when not repairable.

X. OBSOLESCENCE PROTECTION

1. Service Description. Provides, for these additional products (hardware updates), replacements for the following Equipment on the Equipment List, as purchased by Customer and as necessary:
 - a. Interoperability Gateways
 - b. Symphony Console hardware or computers
2. Service Request. To initiate this Service, Customer's Point of Contact shall follow Section III.7. ("Service Request Procedure"), and specifically call their Regional Service Manager listed in Attachment D ("Point of Contact and Notice").
3. L3Harris Responsibilities:
 - a. Provide the following during Business Hours:
 - i. Review SMS update, release notes, and system data as needed to discuss with Customer.
 - ii. Complete an Obsolescence Protection plan, including software and Third-Party device impacts, Equipment requirements, replacement or modification plan of Equipment, L3Harris and Customer resources needed, installation plan, and potential impacts to the Designated System and its users.



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- iii. Identify additional equipment or services outside the scope of Obsolescence Protection and provide quote to the Customer, if applicable.
 - iv. Provide project management support to manage the Obsolescence Protection.
 - v. Provide engineering labor to design, review, and implement the Obsolescence Protection.
 - vi. Provide the required staging labor from the L3Harris factory and shipping to the Customer to perform the Obsolescence Protection.
 - vii. Provide the required field installation technician labor to perform the Obsolescence Protection.
 - viii. Determine when a SMS update is incapable of successfully operating on existing Customer Equipment, and when and how Equipment will be modified or replaced.
4. Customer Responsibilities:
- a. Provide a system audit within six (6) months of the performance of the Obsolescence Protection.
 - b. Receive title of all Equipment upon shipment by L3Harris, store properly, and make available for use during the Obsolescence Protection.
 - c. Return all replaced equipment to the L3Harris Lynchburg facility, at Customer's expense, within one hundred eighty (180) days after the Obsolescence Protection Equipment is shipped to the Customer.
 - d. Perform all backups to be used by L3Harris during the Obsolescence Protection.
 - e. Procure additional resources, at Customer's expense, should the Obsolescence Protection require resources other than those listed herein or to provide functionality to devices beyond this Obsolescence Protection.
5. Additional Conditions and Exclusions:
- a. Obsolescence Protection Service only includes Services needed for L3Harris Equipment compatibility to the SMS update within the 10X platform for the Equipment listed above and on the Equipment List that are one release from the current release, and does not include Services for defects not corrected by the SMS update, or virus prevention or attacks, or configuration changes not required by the change in Equipment, or improper or custom system configurations, use, hardware, software, or features. Additional hardware, software, permissions, coverage testing, as-builts or other change documentation, licenses, subscriptions, system features or functionality, or services required by or beyond this Obsolescence Protection will be procured by the Customer, at Customer's expense.
 - b. Obsolescence Protection does not include system expansions, frequency or configuration changes, changes from industry standards or certification bodies (such as P25, LTE, ISO, UL, 3GPP, etc.), or the addition of features or functionality that are not part of the base equipment upgrade as determined and delivered by L3Harris within the 10X platform. This Obsolescence Protection Service will automatically terminate if L3Harris no longer supports the Equipment or discontinues the Planned Network Upgrades program.
 - c. Excluded Equipment from this Obsolescence Protection are Equipment not specifically listed in this Obsolescence Protection section, Terminals, Non L3Harris Infrastructure, civil equipment such as towers and shelters, RF equipment such as base stations, combiners, antennas, power equipment such as generators and UPS, console ancillary equipment such as furniture, speakers, headsets, monitors, footswitches and keyboards, NetClock telephone equipment, connectivity equipment such as microwave or fiber routers and switches, logging recorder server, logging SAN, and associated logging devices, and any battery.



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ATTACHMENT C
CRITICAL SPARES LIST and UPGRADE EQUIPMENT
(TBD)



ATTACHMENT D
POINT OF CONTACT AND NOTICE

NOTICE TO L3HARRIS:

Name Jeremy Roe
Title Principal, Contracts

Address 221 Jefferson Ridge
Address Parkway
Lynchburg, VA 24501

NOTICE TO CUSTOMER:

Name _____
Title _____

Address _____
Address _____

L3HARRIS POINT OF CONTACT:

Name _____
Title _____
Phone _____
Expertise _____

Name _____
Title _____
Phone _____
Expertise _____

CUSTOMER POINT OF CONTACT:

Name TIM BEUSCHLEIN
Title PUBLIC SAFETY SYSTEMS SUPERVISOR
Phone (541) 322-6117
Expertise RADIO SUPERVISOR

Name NICK BITTLER
Title PUBLIC SAFETY SYSTEMS SPECIALIST
Phone (541) 322-6107
Expertise RADIO TEAM



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: Consideration of Contract No. 2022-575, a Collective Bargaining Agreement Between the Deschutes County 9-1-1 Service District and the Deschutes 9-1-1 Employees Association.

RECOMMENDED MOTION:

Pending ratification of the agreement by the employees, the 9-1-1 Service District bargaining team recommends that the Board of County Commissioners, as the Governing Body of the 9-1-1 Service District, approve contract No. 2022-575, a Collective Bargaining Agreement Between Deschutes County 9-1-1 Service District and the Deschutes 9-1-1 Employees Association, July 1, 2022 - June 30, 2026.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes 9-1-1 Employees Association is the labor union for 9-1-1 Call Takers, Public Safety Dispatchers I, and Public Safety Dispatchers II. The current collective bargaining agreement covered the period of July 1, 2020 to June 30, 2022.

Below is a summary of the main changes to the contract.

- Four-year contract.
- Longevity Pay increase in alignment with County practice and other bargaining agreements.
- Wage Adjustment of 4.25% to bring positions relative to comparable agencies.
- COLA of 5.5% for FY23 and then 1 – 4% for FY24, FY25 and FY26.
- Increase to Holiday Leave accrual bank in recognition of Juneteenth.
- Operational impacts to scheduling and assigning overtime shifts.
- Agree to reopen Retiree Health Insurance eligibility should PERS add their classifications to the Police & Fire retirement designation.

- MOU agreeing to pay a premium rate of two (2) times the regular rate of pay to staff who volunteer to provide shift coverage when staffing levels are suboptimal.

The 9-1-1 bargaining team included Krista Mugavero, Megan Happ, Jenny Nichols, and the Association's attorney Ryan Lufkin.

The County's bargaining team included Christopher Bell, Sara Crosswhite, Chris Perry, Kathleen Hinman, Jana Cain and Whitney Hale.

BUDGET IMPACTS:

The fiscal impacts of the new collective bargaining agreement have been included in the FY 22-23 budget.

ATTENDANCE:

- Sara Crosswhite, Director, Deschutes 9-1-1;*
- Chris Perry, Operations Manager, Deschutes 9-1-1*
- Christopher Bell, Assistant Legal Counsel*
- Jana Cain, Accounting Manager*
- Whitney Hale, Deputy County Administrator*

AGREEMENT
BETWEEN
DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT
AND
DESCHUTES 9-1-1
EMPLOYEES ASSOCIATION



July 1, 2022 - June 30, 2026

<u>SECTION</u>	<u>TITLE</u>	
1.	Preamble and Scope.....	3
2.	Recognition.....	3
3.	Check Off and Service Fees	3
4.	Management Rights	4
5.	No Strikes and No Lockouts.....	6
6.	Association Business and Agreement Renewal.....	6
7.	Bulletin Board.....	7
8.	Outside Employment	7
9.	Seniority and Layoff.....	7
10.	Hours of Work	8
11.	Compensation	11
12.	Travel & Training Time.....	16
13.	Working Out of Classification	17
14.	Mileage and Expenses	17
15.	Pay Steps.....	17
16.	Overtime	17
17.	Court Time.....	20
18.	Call Back Time	21
19.	Holidays	21
20.	Time Management	22
21.	Worker's Compensation	24
22.	Leave of Absence With Pay.....	24
23.	Leave of Absence Without Pay.....	25
24.	Other Leaves	26
25.	Retirement.....	26
26.	Insurance	26
27.	Grievance Procedure	28
28.	Discipline and Discharge	29
29.	Probationary Period.....	30
30.	Personnel File.....	31
31.	Rules.....	31
32.	Labor/Management Committee	31
33.	Funding	32
34.	Supervisor and Training Coordinator Shift Coverage.....	32
35.	Regular Part Time Employees	34
36.	Savings Clause	35
37.	Duration	36
	Appendix "A" Salary Schedule	37
	Appendix "B" Time Management	38

AGREEMENT BETWEEN DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

AND

DESCHUTES 9-1-1 EMPLOYEES ASSOCIATION

That certain Agreement by and between Deschutes County 9-1-1 Service District, a County Service District, and Deschutes 9-1-1 Employees Association.

1. **PREAMBLE AND SCOPE**

- A. This Agreement is entered into by and between the Deschutes County 9-1-1 Service District, a County Service District, ("District"), and the Deschutes 9-1-1 Employees Association, ("Association"). As used in this Agreement, the term "Director" shall at all times refer to the District's Director or the Director's designee.
- B. This Agreement shall apply to all regular full-time and regular part-time Deschutes County 9-1-1 Service District personnel, excluding elected officials, supervisors, confidential employees and volunteers.

2. **RECOGNITION**

- A. The District 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 regular part-time employees included in the bargaining unit, as set out below.
 - 1. 9-1-1 Call Taker
 - 2. Public Safety Dispatcher I
 - 3. Public Safety Dispatcher II
- B. In the event the Director determines the need for a new classification, the Association will be notified, and thereafter, the Association shall have the right to negotiate with the Director regarding the salary range. Should the parties be unable to reach an agreement as to the appropriate salary for a new classification, the parties will utilize the statutory mid-contract bargaining process, which shall not last longer than 30 days.

3. **CHECK-OFF AND SERVICE FEES**

- A. Employees within the bargaining unit may at any time choose to become a member of the Association and sign and deliver to the District a written authorization allowing the deduction of the Association's monthly dues from the employee's pay. Employees within the bargaining unit may also, at any time, choose to pay a monthly service fee in lieu of dues, in an amount to be certified by the Association to the District, and deliver to the district a written authorization allowing the deduction of the monthly service fee in lieu of

dues from the employee's pay. Employees within the bargaining unit may also choose not to become a member of the Association or to pay a monthly service fee in lieu of dues. If an employee chooses to become a member of the Association or pay a monthly service fee in lieu of dues, any written authorization to deduct pay delivered to the District pursuant to this paragraph must clearly demonstrate the employee's affirmative consent to such a deduction.

- B. The District agrees to deduct from the paycheck of each employee who is a member of the Association the regular initiation fee and regular monthly dues required of members of the Association. The District also agrees to deduct from the paycheck of each employee who is not a member of the Association a monthly service fee upon receipt of written proof that the employee has clearly and affirmatively consented to the deduction. The District shall not make deductions from any bargaining unit member's wages for dues or service fees unless authorized in writing as provided in this Article. In the event a bargaining unit member notifies the District that he or she no longer wishes to have dues or service fees deducted from their pay, the District shall cease deducting dues or service fees from their pay as soon as practicable, and will notify the Association within five working days of receiving such notification from the bargaining unit member.
- C. The amounts to be deducted as Association dues shall be certified to the District by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association by the District by no later than the 5th day of the succeeding month after such deductions are made. The amount to be deducted by the District shall be determined by the Association who will so notify the District in writing.
- D. The District will furnish to the Association each month the Association's monthly dues payment and a listing of all employees covered by this Agreement who are paying monthly Association dues or a service fee in lieu of dues as provided in this Article. Such listing shall contain the names of the employees, hire dates, and the job classification of each employee.
- E. The Association agrees that it will indemnify, defend and hold the District harmless from all suits, actions, proceedings or claims against the District or persons acting on behalf of the District, whether for damages, compensation, reinstatement or any combination thereof, involving the application of this Section. In the event an arbitrator, a court or an administrative agency of competent jurisdiction decides that any part of this Section is invalid and/or that reimbursement of the monthly service fee to a non-Association employee must be made, the Association shall be solely responsible for such reimbursement.

4. **MANAGEMENT RIGHTS**

- A. The rights of the Association and employees are limited to those specified by the terms

of this Agreement. The District retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to its responsibility to manage the affairs of the District. The District 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, or any subject which was or might have been raised in the course of collective bargaining, except as provided in O.R.S. 243.698, with section (4) of the statute modified by changing the 90 day bargaining period to 30 days.

- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:
 - 1. To determine the service to be rendered to the citizens of the District jurisdiction.
 - 2. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the District 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, branches, operations or facilities for budgetary or other reasons.
 - 4. To determine the need for a reduction or an increase in the work force 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, policies, procedures, materials, equipment, facilities and standards.
 - 7. To assign and distribute work.
 - 8. To assign shifts, workdays, hours of work and work locations.
 - 9. To designate and to assign all work duties.
 - 10. To introduce new duties and to revise job classifications and duties within the bargaining unit.
 - 11. To determine the need for and the qualifications of new employees, transfers and promotions.

- 12. To discipline, suspend, demote or discharge an employee so long as such action is with just cause.
- 13. 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 District.

5. NO STRIKES AND NO LOCKOUTS

- A. The Association and employees within the bargaining unit, 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 of work at any location. While acting in the course of their employment, employees 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. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Section. Such disciplinary action shall be undertaken uniformly and shall not preclude or restrict recourse to any other remedies, including an action for damages, which, by reason of this Agreement, shall be available to the District.
- B. The District 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 conduct of employees, the Association will immediately use every good faith effort to ensure an orderly return to work. 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 this Agreement.

6. ASSOCIATION BUSINESS AND AGREEMENT RENEWAL

- A. Employees 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.
- B. The District shall allow up to the combined total of fifty (50) hours of on-duty time per year to the authorized representatives of the Association for the purpose of conducting Association business upon prior approval of the Director. No overtime shall be paid for Association business. Time spent meeting with the Director or the Director's designee at the Director's request, and time spent in the County's Employee Benefits Advisory Committee meetings shall not count towards the 50 hours.
- C. The Association shall be eligible to use the District copier, fax and telephones. Any cost incurred by the District for said use shall be reimbursed to the District by the

Association.

- D. The District agrees that a designated Association Representative, upon reasonable and proper introduction, shall have reasonable access to the premises of the district at any time during working hours for the purpose of assisting the administration of this Agreement.

7. **BULLETIN BOARD**

The District agrees to maintain a minimum of four (4) square feet of bulletin board space in each separate division and/or building used by District personnel to be used by the Association.

8. **OUTSIDE EMPLOYMENT**

- A. An employee who wishes to work for another employer shall request approval from the Director. Authorization for an employee to engage in outside employment shall be granted by the Director if the employment meets the following conditions:

- 1. The employment must not conflict with the employee's work for the District.
- 2. The employment must in no way be a discredit to the District.
- 3. The employment must in no way detract from the efficiency of the employee's duties for the District.
- 4. In any situation where extra duty will be necessary in the employee's District work, such extra duty will take precedence over the employee's outside employment.
- 5. No employee shall perform any service or employment during District working hours for which the employee receives additional outside compensation.

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

9. **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 District. Regular part-time employees will accrue seniority on a pro-rata basis based on the employee's assigned FTE rate percentage. For example, a regular part-time employee who is employed at a 0.5 rate FTE would accrue six (6) months seniority in a twelve (12) month period.

Unless leave is protected leave under FMLA or OFLA, an employee will cease accruing seniority at the end of a pay period when the employee begins an approved leave of absence without pay of more than thirty-one (31) days; however such employee shall not lose any seniority already accrued. An employee will resume accruing seniority again from the beginning of the pay period when the employee returns to work. Seniority shall be frozen should an employee accept promotion outside of the bargaining unit.

- B. The District 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 a voluntary resignation, discharge for cause, is laid off and fails to respond to written notice as provided in Paragraph E below, 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. Layoff shall be in the inverse order of seniority within classification, by District seniority, with the exception that a less senior employee with the special skill of being bilingual in Spanish as provided in Section 11.H.3, may be retained over a more senior employee or employees. If an employee is laid off, that employee may elect to displace an employee in a lower classification at a lesser pay range provided that the employee electing to displace another has greater District seniority and is qualified to perform the lower classification. An employee must notify the District of his/her decision to displace another employee within six (6) working days of receipt of the layoff notice. The employee displaced by this process must be the employee with the least District seniority in the lower classification. An employee subject to layoff displacement may, in tum, invoke this displacement process if such an opportunity exists.
- E. Employees shall be recalled in the inverse order of layoff, that is, the laid off employee with the most seniority will be the first employee recalled. An employee's failure to respond to a recall notice as specified by Paragraph C above, shall constitute a waiver of the employee's recall rights.
- F. In the case of a tie in seniority, the employee with the earliest birth month and date shall win the tie.

10. HOURS OF WORK

- A. The regular hours of work each day shall be consecutive and shall include a one- half (1/2) hour paid lunch period.
- B. A normal work day shall consist of eight (8) hours per day on the basis of a five

(5) day work week (5-8 plan), ten (10) hours per day on the basis of a four (4) day work week (4-10 plan), or twelve hours (12) per day on the basis of a four (4) day, twelve hour per day workweek (4-12 plan).

- C. A normal work week shall begin Sunday and end on Saturday and shall consist of 5 consecutive work days with 2 consecutive days off for a 5-8 plan, 4 consecutive work days with 3 consecutive days off for a 4-10 plan, and 4 consecutive work days with 4 consecutive days off in an 8-day week for a 4-12 plan.
- D. For non-mandatory conferences or optional extended training opportunities of three or more days, including travel time, the District and the affected employee(s) may mutually agree to alter an employee's normal hours of work and/or normal work week, and/or regularly scheduled work days. Should the District and the employee(s) be unable to reach mutual agreement, the District may disallow the employee's paid participation in a non-mandatory conference or optional training opportunity.
- E. An employee may substitute for another employee on a shift under the following provisions:
1. Employees may request shift substitutions and the Director shall not unreasonably deny the request. Employees may request to allow one employee (the "covering employee") to substitute for another employee (the "assigned employee") in the assigned employee's originally assigned shift. The employees shall make the request by submitting a shift substitution form to the Director or designee. The Director or designee shall indicate approval or disapproval of the request and return the form to the employees.
 2. No employee may work a shift longer than sixteen (16) consecutive hours.
 3. The covering employee must be trained and qualified to perform the functions of the assigned employee.
 4. The covering employee shall receive no compensation for working the substituted shift. The District shall compensate the assigned employee at the assigned employee's regular rate of pay including any available premiums such as overtime or Holiday Pay. The District shall incur no additional premium costs as a result of the substitution.
 5. Once the Director or designee has approved the substitution, the covering employee assumes responsibility for the coverage of the shift. In the event the covering employee is excused from all or part of the covered shift for reasons including illness or additional time off, the leave time shall be charged to the covering employee's account. In the event a covering employee is unable to fulfill a shift substitution obligation due to resignation, termination, discharge, suspension, layoff or death of the covering employee, responsibility for shift

coverage shall revert to the originally assigned employee. The originally assigned employee may choose to work the assigned shift(s) or be charged for the appropriate amount of time management leave.

- F. Work schedules showing the employee's work days and hours shall be posted on the District's bulletin board. Except for special or emergency situations, and for the duration of the special or emergency situation, changes in work schedules shall be posted seven (7) days prior to the effective date of the change.
- G. Should the present plan for hours worked, days off, or shift rotation be changed by the District, the District agrees to negotiate the impact of such change as provided in the Oregon Public Employees Collective Bargaining Act.
- H. Employees shall be allowed to leave the building during their lunch as long as minimum staffing levels are maintained and user/public safety is not compromised. In addition, Supervisors may require that employees remain on premise during their lunch period if an emergency situation dictates the possible need for additional staffing.
- I. Employees shall be given the opportunity to bid for shifts and teams for the following year, within each classification, based on seniority, provided that the District may override the bid and reassign an employee if required by the District's reasonable operating needs. If the District reassigns an employee the District will provide the employee with an explanation of the reasons for the reassignment. This process shall start by October 1st and end no later than November 15th. This provision shall not be grievable beyond step three (3) of the grievance procedure.

J. Hourly Rate Pay Calculations for the 4 x 12 Work Week:

Should the District choose to implement a 4-12 plan as otherwise provided in this Section 10, it is agreed by the Association and the District that the following procedures will be used to calculate hourly rate of pay:

- 1. All full-time employees shall receive their full monthly salary as a base minimum, provided the employee works or is on paid status for his/her regularly scheduled hours. Base pay calculations will be based on 42 hours per week, 182.5 hours per month or 2,190 hours per year. When an employee works more than 40 hours in a workweek (Sunday - Saturday), the employee will be compensated at a rate of 1.5 times per hour of overtime worked.
- 2. For the purpose of calculating overtime, hours worked include all paid time, except time used for sick leave is excluded from hours worked.
- 3. Acting in Charge (AIC) and Communications Training Officer (CTO) premiums will be based on 182.5 hour work months as long as the 4-12 plan remains in effect.

K. If employees return to a 40 hour workweek, either according to the 5-8 plan or 4- 10 plan, the monthly base pay calculations will be redone based on a 173.33 hour work month.

L. Long-term shift trades:

1. Long-term shift trades arise when two employees request and receive permission from the Director to trade their assigned shifts on an ongoing basis.
2. Employees may request long-term shift trades and the Director shall not unreasonably deny such requests.
3. Approval of a long-term shift trade results in a new schedule for each employee involved in such a trade and each employee is committed to their new schedule for the duration of the time period of the approved trade as if it was the shift the employee originally obtained during the shift-bidding process.
4. Each employee involved in a long-term shift trade shall accrue and accept any increase or loss in compensation (e.g. Holiday Pay) or other employee benefits that result from the trade.
5. Notwithstanding paragraphs 3 and 4 above, when an employee who is part of a long-term shift trade is absent from work while on any period of vacation scheduled pursuant to Section 20.C of this Agreement, or will have a scheduled absence of more than a week for any other reason, and where the absence will cause staffing to drop below minimums, the long-term shift trade shall be suspended as to each employee involved, provided that at least two weeks' notice is given to the affected employees, for the duration of the vacation or other scheduled absence of more than a week. If the absence results in less than two weeks' notice to the affected employees, the District shall not suspend the shift trade. While a long-term shift trade is suspended, the schedules of the employees involved in the trade will revert to those schedules originally assigned to them. When the absent employee returns from vacation or other scheduled absence of more than a week, the long-term shift trade shall be reinstated under the same terms existing prior to the suspension, unless otherwise agreed between the trading employees and the District.

11. **COMPENSATION**

- A. Wages for employees in the bargaining unit shall be in accordance with the salary schedule in the Appendixes which are attached hereto and by this reference incorporated herein.
- B. Longevity Pay. Employees who have worked continuously for the District or its predecessor agencies, shall receive an additional amount of pay per month for each five years of continuous full-time service worked.

\$90.00	FY 2022/23
\$92.50	FY 2023/24
\$95.00	FY 2024/25
\$97.50	FY 2025/26

Longevity pay shall terminate in the event of the following:

1. Voluntary termination for greater than three (3) months except under special circumstances to be determined by the Director.
2. Discharge for cause.
3. A lay-off period for greater than eighteen (18) months. Time off during lay- off period shall not count toward longevity accrual.
4. Failure to report to work at the termination of an extended leave of absence.
5. Acceptance of employment without permission while on leave of absence.
6. Retirement.

C. Pay Periods. Employees shall be paid on a monthly basis, and shall receive the check on the last working day of the month. In the event the regular pay day shall fall on a Saturday, Sunday, or a District recognized holiday, the last preceding regular work day shall be the regular pay day in lieu of the last day of the month. During this contract period, the District may change the pay cycle and paydays one time with sixty (60) days written notice to Association.

D. Training Premium:

1. Employees qualified and approved to be a CTO will have the opportunity to train. Tasks involved in training and qualifications for such are further defined in the Deschutes County 9-1-1 Service District Communications Training Officer Policy.
2. The District shall pay employees covered by this Agreement a fifteen percent (15%) premium above their base rate for the hours spent doing training. Employees who are not certified as a CTO but may be temporarily assigned to that position shall also be paid the 15% premium for actual time spent in that assignment.

E. Lead Dispatcher and Acting in Charge (AIC) Premium:

Should the District choose to have non-supervisory personnel assist with the oversight of operations on the dispatch floor, the District, at its sole discretion, may choose between using Lead Dispatchers or Public Safety Dispatcher II employees as AICs. The District

will not assign employees in both categories at the same time, i.e., the Lead Dispatcher role will not be assigned to employees while the AIC role is being utilized, and vice-versa.

1. Lead Dispatcher

- a. An employee designated as a Lead Dispatcher will receive premium pay of seven and one-half percent (7.5%) of the employee's monthly base salary for each month during which the employee is designated to serve as a Lead.
- b. The intention of this position is to serve as a training and development tool for employees seeking to advance in the District, as well as to provide for additional supervision of the work performed when a regular full time supervisor is not present.
- c. To qualify as a Lead Dispatcher, employees will be required to submit a written request for consideration which outlines their qualifications; must "meet standards" in each category of their most recent performance evaluation; and, must have the endorsement of their immediate supervisor. The final decision on who is assigned will rest with the Director. This is not intended to be a permanent classification, and at the discretion of the Director, employees may be rotated through available positions.
- d. When serving as Lead Dispatcher, employees must be willing to assume the responsibilities assigned to the role of Lead Dispatcher by the District, including, but not limited to, ensuring the rules and regulations of the District are followed. Lead Dispatchers are not expected to administer discipline, but they are expected to ensure that any inappropriate conduct that comes to their attention is immediately addressed and reported to their supervisor. They are also expected to report violations of policy to their supervisor.

2. Public Safety Dispatcher II Employees in an Acting in Charge (AIC) role

- a. District, at its sole discretion, will select interested and qualified Public Safety Dispatcher II employees to serve in an AIC role.
- b. District shall pay Public Safety Dispatcher II employees a twenty percent (20%) premium above their base rate for the time spent working in an AIC role for the District.
- c. A Manager or a Supervisor will designate an AIC when no Manager or Supervisor is expected to be available to assist the dispatch operations floor for thirty (30) minutes or more.
- d. To the extent reasonably possible, AIC duty will be rotated among Public Safety Dispatcher II employees qualified to serve in the AIC role.

- e. An AIC, once designated by a Manager or a Supervisor to serve in that role, shall receive a minimum of thirty (30) minutes of AIC pay, even if a Manager or Supervisor returns earlier than expected.
- f. CBA Section 13, "Working out of Classification," shall not apply to Public Safety Dispatcher II employees working as specified in this Section. No grievance or other appeal shall arise under Section 13 if it is based solely on the assignment of a Public Safety Dispatcher II to AIC duty.
- g. The District will pay for APCO membership for all AICs.

F. **Coverage of Shift Vacancies and Unscheduled Absences.** In the event of a shift vacancy or unscheduled absence, the District will utilize the following methods to ensure adequate staffing during any given shift:

- 1. The District will first attempt to achieve adequate staffing by utilizing the employee assigned to pager duty.
 - a. The Association will supply the District with a list of employees assigned to pager duty (pager duty list) for the purpose of shift vacancy and unscheduled absence coverage no later than the 15th day of the month immediately preceding the month to be covered.
 - b. The employee assigned to pager duty will be supplied with a pager, cellular phone, or other mobile device by the District and when assigned to pager duty will at all times be able to report to the call center for duty within one hour of a request from the District.
 - c. The pager duty list will at all times be kept current by the Association.
 - d. The employee assigned to pager duty is responsible for covering a shift vacancy or unscheduled absence, or for securing a qualified alternate to cover the shift vacancy or unscheduled absence if they are unable to provide such coverage while assigned to pager duty.
 - e. Employees shall not be assigned to or otherwise responsible for pager duty when they are scheduled to perform work or are otherwise engaged in performing work for the District.
 - f. Compensation for the employee assigned to pager duty will be at the rate of 6 (six) hours of straight-time pay per day. Employees assigned to pager duty who are called into work will be compensated at one and one-half (1.5) times the employee's regular rate of pay converted to an hourly rate for the time worked on the floor.

2. If the District cannot achieve adequate staffing using the pager duty provisions of Paragraph 1 above, the District may, in its discretion, use the following methods to achieve adequate staffing, in the following order:
 - a. Utilize existing staff on-duty, including trainees who are qualified to cover the shift vacancy or unscheduled absence, shift supervisors, the training manager, or the operations manager, if available.
 - b. Request employees who are on-duty to hold over on a voluntary basis to cover the shift vacancy or unscheduled absence. Employees who agree to do so will be compensated for hold over hours worked at the rate of two (2) times the employee's regular rate of pay converted to an hourly rate or the equivalent number of hours as compensatory time off.
 - c. Send an "all-call" page in an attempt to find a volunteer to cover the shift vacancy or unscheduled absence. An employee who responds to the "all-call" page and covers the shift vacancy or unscheduled absence will be compensated at the rate of two (2) times the employee's regular rate of pay converted to an hourly rate or the equivalent number of hours as compensatory time off.
 - d. Call employees from the call-back list in reverse order of seniority to cover the shift vacancy or unscheduled absence. The District will require the first employee who is available and fit for duty to report to work. The District will compensate the employee assigned to report to work at the rate of one and one-half (1.5) times the employee's regular rate of pay converted to an hourly rate, or the equivalent number of hours as compensatory time off.
 - e. Require employees currently on-duty to remain on-duty beyond the expected end of their shift. Employees who are assigned to hold over in this fashion will be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay converted to an hourly rate, or the equivalent number of hours as compensatory time off.

G. Educational Expenses

1. The District will reimburse 50% of tuition for classes leading toward AA/AS or BA/BS degree in; a.) Criminal Justice, b.) Fire Science, c.) Business Management, d.) Computer Science, e.) Communications, f.) Psychology, or g.) Medical Fields such as nursing, EMT, etc. Such reimbursement would be applied to any class needed to fulfill degree requirements, subject to approval. Applicant must be a declared degree seeker, or the specific class(es) must be directly job-related.
2. Applicant must be an employee of the District for at least two years prior to the beginning of the requested class(es).

- 3. Applicant must receive a "C" grade or better.
- 4. Funds must be available. The District will budget \$8,000 each fiscal year for Association members' educational expenses.
- 5. Requests are subject to prior approval.

H. Certification Pay

- 1. The District shall pay certification pay of six percent (6%) of base pay to employees who have received an Intermediate Telecommunicator Certificate.
- 2. The District shall pay certification pay of eleven percent (11%) of base pay to employees who have received an Advanced Telecommunicator Certificate.
- 3. Employees who are bilingual in Spanish at the intermediate level shall receive \$150.00 per month after completing Call Taker training.

12. TRAVEL AND TRAINING TIME

- A. Out of town travel is covered by two sets of rules, depending on whether the assignment is for one day or requires an overnight stay. If an employee is given a one-day assignment in another city that does not require an overnight stay, all the time spent traveling between cities is counted as hours worked. However, time spent traveling between the employee's home and the airport (during the employee's departure or return) is not considered to be work time because it is the equivalent of travel between work and home.
- B. If the employee's out-of-town assignment requires an overnight stay, time spent traveling to and from the other city during normal work hours (including during a normally scheduled day off) will be compensated at the employee's base rate of pay. No overtime will be paid for travel time when an overnight stay is involved, unless the total hours for the training and travel exceed what hours the employee's normal workweek would encompass. When travel time falls outside of an employee's normal work hours, the travel time shall be compensated if such travel time is by automobile (either as driver or as passenger) and not paid if such travel is via airplane. In situations such as these, the training shall be pre-planned and the employee's schedule may be adjusted to minimize additional hours that will be worked in excess of their normally scheduled hours for the week. In cases where training exceeds the normally scheduled hours for the week, overtime will be paid.

13. WORKING OUT OF CLASSIFICATION

Any employee assigned to perform the functions of a higher classification for more

than three continuous working shifts shall receive the pay for the higher classification or a 10% premium of the employee's regular wage, whichever is greater.

14. MILEAGE AND EXPENSES

Reimbursement for travel and other incidental expenses will be made by the District as provided in the then-current Travel and/or Miscellaneous Expense policies of Deschutes County.

15. PAY STEPS

- A. An employee will receive an automatic step increase after successful completion of initial, new hire training. This date will become the anniversary date. Employees within the bargaining unit who are promoted into a higher salary classification will receive no less than a five percent (5%) wage increase above the wage last received before the promotion. Promotion and reclassification will become effective only upon successful completion of training required by the District. The date of successful completion of training required by the District in order to be promoted will become the new anniversary date of the promoted employee.
- B. An employee is eligible for a step increase on the first of the month following the employee's anniversary date in their current classification. An employee is eligible for step increases annually thereafter, until the employee reaches the top of the range in that classification.
- C. Annual step increases shall be granted for employees who meet performance standards and have not reached the top step of their salary range.
- D. Individual performance evaluations are not grievable. However, the denial of a step increase may be grieved by the Association.

16. OVERTIME

- A. Overtime as used in this Agreement, shall mean that time an employee is authorized and directed to work in excess of employee's normal work week and/or work day.
- B. Overtime shall be computed to the nearest 15 minutes.
- C. Overtime shall be paid at a rate of time and one-half (1 ½) times the regular rate of pay converted to an hourly rate.
- D. There shall be no pyramiding of overtime.
- E. Overtime opportunities that can be scheduled in advance shall be posted for voluntary sign-up two weeks (14 days) in advance. In the event there are multiple volunteers for

an overtime shift, the employee with the most overall seniority shall be eligible for the shift. In the event a shift remains vacant due to a lack of volunteers, the shift shall be assigned in the following manner:

- 1. Overtime will be assigned in order of reverse seniority, within that employee's currently assigned classification. For each classification, one rotating assignment list shall be maintained, in order of reverse seniority. If an employee changes classifications within the bargaining unit, the employee's seniority will not change.
- 2. For the purposes of this section, a "round" is defined as completing one full succession, from top to bottom, of the assignment list of employees within a classification. Employees unavailable for one or more rounds should normally be assigned additional shifts of an equal amount prior to the assignment of other employees.

Assignments should be made from the oldest "round" in existence, whenever possible, to ensure the equal distribution of assigned overtime shifts. This may result in more-senior employees being assigned prior to less-senior employees, and could also result in multiple assignments to a single employee prior to the assignment of other employees.

- 3. Seniority lists documenting assignment rounds when mandatory overtime is required and for the purpose of ensuring adequate staffing pursuant to Section 11.F when a shift vacancy or unscheduled absence occurs shall be continuous from year-to-year.
- 4. Employees released from training shall be introduced to the appropriate assignment list by seniority, but shall be given a "pass" for all except the most recent existing assignment round. Assignments from previous rounds shall still take precedence prior to the assignment of the newly released employee. (For example, employees with greater seniority, who were skipped during previous assignment rounds due to unavailability, would still need to fulfill their assignments, if possible. Once those rounds were complete - or if there were no available employees in prior rounds - the newly released employee would be assigned as appropriate).
- 5. Generally, mandatory overtime assignments shall be conducted in the following order:
 - a. Call-taking overtime shifts shall be assigned to all qualified employees in the 911 Call Taker or Public Safety Dispatcher I classifications.
 - b. Remaining shifts of any type shall be assigned, in chronological order, to all qualified employees in the Public Safety Dispatcher I and II classifications.

6. An employee shall not be assigned mandatory overtime if:
 - a. The employee is already working during part or all of the scheduled overtime shift; or, the employee is on pre-approved time off (including days before or following a primary vacation block) during part of all of the scheduled overtime shift; or,
 - b. The employee is on pre-approved training during part or all of the scheduled overtime shift, unless a supervisor deems it appropriate to assign the overtime shift to an employee in lieu of the training shift; or,
 - c. The employee has been approved for a shift substitution, for which the substituted hours or reimbursement hours conflict with the scheduled overtime shift; provided that if there are no other available employee(s) to fill the scheduled overtime shift, the assigned overtime shift shall take precedence over the traded shift and the employee with the approved shift trade may be required to work; or,
 - d. The overtime shift conflicts with an employee's scheduled shift or an overtime shift or shifts for which the employee has already volunteered or been assigned, as defined below.
 - e. Except in emergency situations, no employee shall be scheduled for more than sixteen (16) consecutive hours of active duty or other assigned work (e.g., training), and should normally be assigned to no more than twelve (12) consecutive hours of active duty or other assigned work. The minimum time between assigned and/or regular shifts shall be at least eight (8) hours. This paragraph should not be construed to disallow the assignment of adjacent shifts for which the total length is twelve hours. (For example, an employee could be assigned two back-to-back shifts, each of six-hours duration, if necessary).
7. Once assigned, an overtime shift shall not be extended nor shall it include additional hours, in lieu of posting or assigning a new overtime shift.
8. If a mandatory assigned overtime shift is cancelled no more than four (4) calendar days prior to the start of the shift, for the purpose of placement on the assignment list, the assigned employee shall be considered to have fulfilled the overtime shift. If an overtime shift is cancelled with less than eight (8) hours' notice to an employee, the employee shall be paid at the callback rate specified in Section 18. If the employee is given eight (8) or more hours' notice, the employee shall not be entitled to be paid at the callback rate.

F. If an employee assigned overtime finds a voluntary replacement to work the shift, the

employee shall be considered to have fulfilled the shift, for the purpose of placement on the assignment list. However the replacement employee's standing on the assignment list shall not be affected.

G. If there is not sufficient time to schedule overtime two weeks (14 days) in advance pursuant to Subsection E above, the overtime shall be assigned in the following order:

- 1. If the District anticipates that a staffing shortage will occur and there is insufficient time to remedy the shortage by assigning overtime pursuant to Subsection E above, the District may request employees who are not scheduled to work during the anticipated shortage to volunteer to fill the shortage. The District must communicate requests for volunteers by posting available overtime shifts at least 24 hours prior to the anticipated staffing shortage. If more employees volunteer than needed to fill the anticipated shortage, whenever possible volunteers will be chosen in the order of seniority.
- 2. The employee assigned to pager duty shall be called in to work the shift. The employee assigned to pager duty will work the shift or will secure a qualified alternate to work the shift.
- 3. If additional staffing is required, the supervisor will request off-duty staff to volunteer for an extra shift. (For example, by posting additional overtime for voluntary sign-up, or via an all-call page-out in the event of an immediate need). In the event of multiple volunteers, preference shall be given to the employee with the highest overall seniority whenever possible.

H. By mutual agreement of the employee and the District, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1 ½) hours for each overtime hour worked. An employee may accrue up to ninety-six (96) hours of compensatory time during any fiscal year. Additionally, an employee's compensatory time accrual shall not exceed ninety-six (96) hours at any 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 with the District, 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 three (3) hours.
- C. The employee will turn in any subpoena fees to the District that the employee receives as a result of going to court.

- D. All witness fees, excluding 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 District, shall be turned over to the District.
- E. 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 twenty-four (24) hours of such appearance time, the employee shall be paid for two (2) hours at employee's overtime rate. This entire section shall not apply in proceedings initiated by the employee against the District.

18. CALL BACK TIME

When the District calls an employee in for active duty, a mandatory meeting, or a mandatory training, the employee shall be compensated at one and one-half (1.5) times of his or her regular rate of pay ("callback rate") for a minimum of three (3) hours ("callback minimum"). Employees called back to such duty or to attend a mandatory training or meeting for a duration of longer than three (3) hours shall be paid at the callback rate for the time they were scheduled for such a meeting or training. The callback minimum shall not apply if the active duty, mandatory meeting, or mandatory training directly adjoins the employee's shift.

19. HOLIDAYS

- A. Employees will accrue 8.66 hours per month for personal time off in lieu of holidays. Time off in lieu of holidays taken by employees will be deducted on an hour-for-hour basis. In the event of death, termination or resignation of an employee during the initial six months of employment, no payment in lieu of holiday time off shall be made. Thereafter, employees are entitled to payment of accrued personal time off in lieu of holidays, prorated through any portion of the last pay period.
- B. Upon application, which can be made no more than twice per contract year, an employee may be paid for up to 48 hours per contract year for personal time accrued under this Section 19. Up to 96 hours of personal time may be carried from fiscal year to fiscal year. Employees who have accrued more than 96 hours of personal (holiday) time as of July 1 of the current fiscal year will forfeit any time above that 96-hour limit.
- C. In the event an employee is required to work on one of the following holidays, which shall mean having to work between 12:00:00 a.m. and 11:59:59 p.m. on the date of the holiday, the employee shall receive compensation equal to the employee's regular straight time pay plus an additional amount equal to one and one-half (1 1/2) times the regular straight time pay:
 - 1. Memorial Day
 - 2. 4th of July
 - 3. Thanksgiving Day
 - 4. Christmas Day

20. **TIME MANAGEMENT**

The specific application of this section will be governed by the 9-1-1 Employee's Association Time Management Program (Appendix B of this Agreement).

- A. Continuous service for the purpose of determining monthly earned time management accrual shall be paid service to the District unbroken by separation from the District, except that time spent on military leave, paid sick-bank leave, time off resulting from an occupational disability, paid education or law enforcement training leave, or as an employee of Deschutes County, shall be included as continuous service. Time spent on other types of authorized unpaid leave 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.
- B. No payment shall be made for time management leave lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the District or the Director's insistence that the employee be at work during employee's scheduled vacation.
- C. Vacation Sign-Ups
 - 1. Vacation sign-up shall commence with team sign-ups annually by October 1st and shall be completed by November 15th for vacations the following year. Employees may request vacation in two rounds as described herein. Employees shall be permitted to request and get approval for vacation time inclusive of the amount of hours they will accrue at the beginning of the following year in accordance with the graph shown in Paragraph 4 below. Employees shall sign up for vacation by District seniority. There shall be separate vacation schedules for each team. Vacation scheduled in the first and second round of bidding shall be referred to as "primary vacation." The first round of bidding shall be taken in full week increments. Notwithstanding any other provision in this Section 20 or Appendix B of this Agreement, no employee shall be entitled to request or receive more than three weeks of vacation in the first round. After completion of the first round of bidding, there will be a second round of bidding during which employees may bid for up to the remainder of their vacation allotment in full week increments. All scheduled days off adjacent to an employee's primary vacation shall be considered part of that vacation, in that the employee shall not be required to work during such time.
 - 2. Employees may request vacation time in addition to the primary vacation provided for in Paragraph 1 above. Requests for additional vacation time are subject to approval by the employee's immediate supervisor, or by the Director if the immediate supervisor is unavailable. A request to use additional vacation time shall be made no later than the 10th day of the month immediately preceding the month during which the additional vacation is requested, except in cases of emergency. Requests for additional vacation may only be approved if optimal staffing on the dispatch floor will be maintained for the duration of the time requested for additional vacation.

3. Annual bidding for total primary vacation for full-time employees working a 4-12 schedule shall be limited as follows:

MONTHS OF SERVICE	YEARS OF SERVICE	Annual Primary Vacation Accrual converted to weeks	Annual limit of primary vacation bid
0-48	= 0-4 YEARS	3.5	3
49-108	= 4-9 YEARS	4	4
109-168	= 9-14 YEARS	4.5	5
169-228	= 14-19 YEARS	5	6
229-288	= 19-24 YEARS	5.5	7
289+	= 24+ YEARS	6	8

4. Once the Director has approved an employee's requested vacation, that approval will not be rescinded for purposes of avoiding overtime payment for having employees work overtime in order to keep staffing at minimum levels.
5. Denials of vacation or cancellation of vacations shall be in writing. In the event of death, termination or resignation of an employee during the initial six (6) months of employment, no payment in lieu of time management leave shall be made. In the event of death, termination or resignation of employment after the employee has served six (6) consecutive months and is otherwise entitled to time management credits, the employee shall be entitled to payment for accrued unused time management leave. In event of death, earned but unused time management leave shall be paid in the same manner as salary due to a deceased employee.

D. Illness, Injury or Use of Protected Leave

Pursuant to the 9-1-1 Employee's Association Time Management Program, time management leave may also be granted for the following reasons:

1. Personal illness or injury of the employee;
 2. An illness of the employee's family member as defined by OFLA or FMLA;
 3. During leave periods that qualify as OFLA or FMLA protected absences.
- E. An employee may only receive pay for time management leave to the extent the employee has accrued leave. If an employee has no accrued leave, leave without pay may be granted pursuant to OFLA and FMLA guidelines.
- F. Upon application by the employee, leave without pay and other employee benefits may be granted by the District for the remaining period of disability after accrued time

management leave has been exhausted. The District may require the employee to submit a certificate from a physician periodically during the period of such absence. Time management and Holiday leave shall not be accumulated during the period of such absence without pay.

- G. In the event an employee needs to utilize time management leave pursuant to this Section, the employee shall notify the on-duty supervisor of the pending absence at the earliest possible time prior to the commencement of the employee's work shift, normally at least four (4) hours prior to a swing shift or night shift, or at least two (2) hours prior to a day shift. The employee will advise 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 an illness or injury. If a supervisor is unavailable, a lead dispatcher or AIC must be notified of the absence.
- H. Time management leave used shall be on an hour-for-hour basis.
- I. When an injury occurs in the course of employment, the District's obligation to pay wages under this Section is limited to the difference between any payment received under Workers' Compensation laws and the employee's net salary.
When an employee receives such compensation under this Section, pro-rated charges will be made against the employee's accrued time management leave.
- J. A physician's statement documenting an employee's illness may be required at the option of the Director or his/her designee when there is a reasonable suspicion that an employee is abusing time management leave privileges, to be paid for by the District. Abuse of time management leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.
- K. Unused sick leave credits shall be converted to retirement benefits in accordance with ORS 257.153.

21. WORKERS' COMPENSATION

All employees will be insured through the State Accident Insurance Fund, a private insurer, or through self-insurance by the District, under the Oregon State Workers' Compensation Act for occupational disabilities while at work for the District.

22. LEAVE OF ABSENCE WITH PAY

Employees may request the following types of leave of absence with pay:

- A. An employee shall be granted two (2) shifts of bereavement leave with regular salary in the event of death in the immediate family of the employee if the person who is deceased resided within the State of Oregon. An employee shall be granted three (3)

shifts of bereavement leave with regular salary in the event of death in the immediate family of the employee if the person who is deceased resided outside of the State of Oregon. The above leave shall be credited against OFLA approved bereavement leave which allows for up to two (2) weeks of leave to attend the funeral of a family member and make arrangements necessitated by the death of a family member as defined by the statute. "Immediate family" is defined as spouse, same-sex domestic partner (as defined by Oregon law), parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and any member of the employee's immediate household. In the event the death of an immediate family member causes the employee to need additional time away from work, the employee may use accrued time management leave.

- B. Employees will be granted time off for military leave in accordance with State and Federal law.
- C. Employees shall be granted leave with pay for service upon a jury. However, any money the employee receives as compensation for jury duty, excluding mileage, shall be turned over to the District. Upon being excused from jury service for any day, the employee shall immediately contact the employee's supervisor or the Director for assignment for the remainder of the employee's regular workday, unless the employee's jury duty has been for such hours that causes the employee to be so tired as to be unfit for duty. In those instances, the employee may utilize time management leave.

23. LEAVE OF ABSENCE WITHOUT PAY

- A. Upon written application by an employee, leave without pay and other employee benefits may be granted by the Director after all accrued leave has been exhausted.
- B. The District may require that an employee who applies for leave without pay for medical reasons submit a certificate from a physician periodically during the period of such absence which establishes the medical necessity for such leave. Such certificate must establish to a reasonable medical certainty that the requested leave is medically necessary. To the extent this subsection conflicts with the requirements of OFLA or FMLA, the requirements of those laws will prevail.
- C. Time management and holiday leave credits shall not accumulate during any period of absence without pay.
- D. The Director may, in the Director's sole discretion, grant a leave of absence without pay not to exceed ninety (90) calendar days.
- E. Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the Deschutes County Administrator.
- F. During such leave, if an employee so requests and District, County and medical and benefit plan polices permit, the District will maintain, at the employee's expense, all

benefits provided by this District, with the exception of time management accrual. If the employee does not request the maintenance of the employee's benefits as provided herein, the District is under no obligation to do so.

- G. Should an employee who requests the continuation of benefits during a leave of absence without pay as provided in Subsection F above and fail to pay the premiums for employee benefits in advance, such failure to pay shall result in the termination of both the leave of absence and the continuation of the employee's employee benefits.

24. OTHER LEAVES

- A. Parental leave may be granted upon the request of an employee according to OFLA and FMLA. Parental leave may be extended or renewed for an additional period, at the discretion of the Director. 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 skill and professional ability of the employee in the Director's sole discretion.

25. RETIREMENT

The District shall be a participant in the Oregon Public Service Retirement Plan (OPSRP) and/or the Public Employee's Retirement System (PERS).

26. 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 employees under the same conditions and/or restrictions as provided by the Deschutes County Health Benefits Plan.

Should legislation be enacted in Oregon during the term of this Agreement which provides employees the ability to become fully vested in and claim their PERS retirement with unreduced benefits after 25 years of qualifying public employment to the same extent as qualifying "Police and Fire" employees, the parties may reopen bargaining on this Section 26 solely on the issue of whether employees who retire after working for the District for a continuous 25 years or more as regularly benefited employees on a full-time basis will be afforded the ability to purchase into the Deschutes County Health Benefits Plan at the same cost-share and to the same extent as qualifying active full-time employees.

- C. The monthly employee premium contribution will be determined as a percentage of the per-FTE cost to Deschutes County of providing health benefits as required by Deschutes County's health benefits plan. (The per-FTE cost will be calculated by an actuarial valuation conducted by Deschutes County at its sole discretion.) The monthly employee premium contribution may only be increased to a maximum of nine and one-half percent (9.5%) of the per-FTE cost to Deschutes County of providing health benefits under the health benefits plan adopted by Deschutes County each fiscal year.
- D. Throughout the duration of this Agreement, the Association will have an employee representative on the County Employee Benefits Advisory Committee.
- E. Other insurance benefits will be provided to employees in the bargaining unit under the same conditions and/or restrictions as provided to the employees of Deschutes County. If coverage is adjusted and/or modified for Deschutes County employees, the same will apply to employees within the bargaining unit. 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

F. IRS Section 125 Plan

In addition to health insurance and other insurance, the District will make available to employees a qualified IRS Section 125 Plan.

G. Eligibility

Employees will be eligible for insurance benefits in accordance with this Agreement.

H. Coverage will not be duplicated for married couples and same sex domestic partners (as defined under Oregon law) who both work for the District, Deschutes County, or the Central Oregon Intergovernmental Council (COIC). One spouse or domestic partner will be covered as the primary recipient of coverage.

I. The District may re-open Section 26 of this Agreement if changes to Federal health care law require substantive changes to the health care plan provided by this Agreement.

27. GRIEVANCE PROCEDURE

- A. A grievance for the purpose of this Agreement is defined as an alleged violation of a specific term of this Agreement. A day is defined as a calendar day.
- B. 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 the Operations Manager within twenty-one (21) days from the occurrence thereof, or the employee's knowledge of the facts thereof. The employee shall provide a copy of the written grievance to the Association. The Operations Manager shall respond to the grievance in writing as quickly as possible, but no later than twenty one (21) calendar days after the grievance is filed.

Step II:

If, after fifteen (15) days from the date of the filing of the grievance with the Operations Manager, the grievance remains unadjusted, the grievance may be submitted within fifteen (15) days to the Director, along with a written statement as to why the Operation Manager's Step I response does not adequately resolve the grievance. The Director shall meet with the aggrieved party, who may request an Association representative at the meeting. The meeting between the Director and the aggrieved- party shall be within fifteen (15) days of the Director's receipt of the written grievance. The Director shall respond to the grievance in writing within fifteen (15) days of such meeting. Neither party's Step II written statements nor 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 after fifteen (15) days of the meeting between the Director and the aggrieved party the grievance remains unadjusted, the grievance may be submitted within fifteen (15) days to the Deschutes County Administrator. The Deschutes County Administrator shall meet with the Director and the aggrieved party (separately or together) in an attempt to resolve the grievance. The meeting or meetings with the Deschutes County Administrator shall be within fifteen (15) days of the date of the written grievance is delivered to the Deschutes County Administrator. The Deschutes County Administrator shall respond to the grievance in writing within ten (10) days of the meeting or meetings.

Step IV:

If the grievance is not resolved within twenty (20) days from the submission of the grievance

to the Deschutes County Administrator, the Association will have ten (10) days to serve notice, in writing, to the Deschutes County Administrator 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 fifteen (15) days of submitting the grievance to arbitration, the arbitrator shall be chosen in the following manner:

1. Either party may request a list of five (5) names of arbitrators from the Oregon State Conciliation Service. Within seven (7) 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.
2. 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.
3. 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.

C. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit a grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District 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 or the employee. Each party shall be responsible for compensating its own representatives and witnesses at any step of this procedure. If the parties agree in writing, Steps I, II and III may be waived.

28. DISCIPLINE AND DISCHARGE

A. Disciplinary actions shall include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

B. Discipline may be invoked by the Director or the employee's supervisor only for just cause. Conduct reflecting a discredit upon the District or which is a hindrance to the effective performance of District functions, shall be considered reason for disciplinary

action. Such reason may include, but shall not be limited to, misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false information, or the withholding of information, and violation of District 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 procedure of this Agreement. If the Director or supervisor has reason to discipline an employee, the Director or supervisor shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

- C. Employees who are the focus of a disciplinary investigation shall be told of the complaint at the beginning of the investigation unless to do so would compromise the investigation. At the beginning of the interview, the employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the same. The employee will be given reasonable breaks for personal purposes. The Association or the District may tape record the interview.
- D. If the proposed type of discipline to be imposed is of an economic nature, the District shall give the employee notice of the proposed discipline, copies of all investigative reports that directly relate to the incident for which the District is considering discipline, unless the District is denied access to a document over which it has no control, and the employee shall have ten (10) calendar days from the receipt of the investigative reports to respond either in writing or in person as to why the proposed discipline would be inappropriate.

29. PROBATIONARY PERIOD

- A. Every new employee shall serve a probationary period of eighteen (18) consecutive months. If an employee takes leave greater than thirty (30) days during his or her probationary period, the District may extend the employee's probationary period for the same amount of time the employee was on such leave. Once an employee has successfully completed the probationary period, the employee shall be considered a regular employee and granted seniority retroactive to the date of the employee's most recent hiring.
- B. Newly hired probationary employees shall serve at the discretion of the Director and may be discharged at the discretion of the Director during the probationary period. Discharge of probationary employees shall not be subject to the grievance procedure.
- C. Regular full-time employees promoted into a higher classification shall serve a promotional probationary period of six (6) months. This period of probation may be extended by the Director for an additional six (6) months to further evaluate the employee. If a promotional probationary employee does not satisfactorily complete promotional probation because of inadequate performance in the promoted position,

the District shall return the employee to the position held by the employee at the time of his or her promotion, at the same wages and benefits the employee had in his or her previously held position. Notwithstanding the foregoing, promotional probationary employees are subject to discipline consistent with Section 28.

30. PERSONNEL FILE

- A. All of an employee's personnel files will be available for the employee's inspection during normal working hours by appointment with the Director. Should an employee desire a copy of any item in the files, such 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. No derogatory item shall be placed in an employee's personnel file without the knowledge of the employee. The District 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 District without the consent of the affected employee except where such release is compelled by either an order of a court or by State law. This in no means restricts the Association's access to personnel files as necessary to carry out its duties of representation.
- B. Written reprimands and suspensions without pay shall remain a permanent part of an employee's personnel files. Upon request by the affected employee, documented oral reprimands shall be deemed stale after twenty four (24) months.

31. RULES

The parties jointly recognize the District's Governing Board and the Director are responsible to the citizens of the County and the public generally for the performance of the functions and services performed by the District. These responsibilities cannot be delegated, nor can they be the subject of a collective bargaining agreement. For this reason, it is jointly recognized the Governing Board and the Director 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. The District will bargain over changes to mandatory subjects as required by Oregon law. All work rules which have been or shall be reduced to writing, will be furnished to the Association.

32. LABOR/MANAGEMENT COMMITTEE

- A. The Director shall meet at mutually convenient times with the Association Labor/Management Committee, if such a committee exists. The Labor/Management Committee meetings with the Director shall be held, if practicable, at a time not to interfere with the Committee member's regular work period. The Association Labor/Management Committee shall consist of two (2) employees selected by the

Association.

- B. The purpose of the Labor/Management Committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Director, 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. Matters of on-the-job safety may be raised at the meetings of the Labor/Management Committee.

33. 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 District 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 District, the District 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 District, the Director may present an option to such layoff to the Association, which option may include a reduction in wages or benefits currently being received by employees in the bargaining unit. The Association, upon receipt of such option from the Director, shall conduct a vote among its members as to whether to accept or reject the Director's proposed option to a layoff. If the Association members accept the option proposed by the director, then the option shall be implemented by the District in lieu of a layoff. If the Association rejects the option proposed by the Director, then the Director has no authority to cut the level of wages or benefits provided by this Agreement.
- D. The District agrees to include in its annual budget request 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.

34. SUPERVISOR AND TRAINING COORDINATOR SHIFT COVERAGE

- A. Should District's workload and staffing levels make it difficult to provide adequate shift coverage with employees within the bargaining unit, with fifteen (15) days written notice to Association, the District, at its sole discretion, may assign its supervisors and/or Training Coordinator to work hours outside of their regularly scheduled shifts as provided in this Section. Such notice shall specify the duration for which the

supervisors and/or Training Coordinator may provide shift coverage.

1. Supervisors and the Training Coordinator may be assigned by the District to work during hours outside of their regularly scheduled shifts that could otherwise be assigned to employees within the bargaining unit as overtime hours pursuant to Section 16 of this Agreement. Supervisors and the Training Coordinator may be assigned to work such hours, provided that:
 - (1) Employees within the bargaining unit are given at least two weeks' notice of the available hours and the opportunity to sign up to work during such hours;
 - (2) An employee within the bargaining unit has not signed up to work the available hours at least one week prior to the date the hours are available; and
 - (3) If a supervisor or the Training Coordinator is not assigned to work during such hours, an employee within the bargaining unit will be assigned to work during such hours on an involuntary basis in accordance with Section 16 of this Agreement.
2. When a supervisor or the Training Coordinator has been assigned to work during such hours, an employee within the bargaining unit may claim the hours assigned to the supervisor or the Training Coordinator, if the employee chooses to do so, provided that the employee gives the supervisor or Training Coordinator at least seven days' advance notice in writing of their desire to claim such hours.
3. If overtime hours are posted less than two weeks prior to the shift, supervisors or the Training Coordinator may be assigned to work such hours. However, an employee within the bargaining unit may claim such hours once they are assigned to a supervisor or the Training Coordinator if the employee gives the supervisor or the Training Coordinator at least 72 hours' advance notice in writing that the employee will work the hours.
4. There will be no favoritism or discrimination in the implementation of this Section. Available hours to be assigned to supervisors or the Training Coordinator or claimed by employees within the bargaining unit pursuant to this Section 34 will be posted as soon as possible.
5. Supervisors and the Training Coordinator shall be held to the same standard as Association members when they are assigned shift coverage under this Section 34. Once a supervisor or the Training Coordinator commits to a shift, the supervisor or the Training Coordinator shall be responsible for working the shift or arranging adequate voluntary coverage. Supervisors or the Training Coordinator providing shift coverage under this Section 34 shall be held to the

same standards concerning duties, responsibilities and work performed as bargaining unit members.

35. REGULAR PART-TIME EMPLOYEES

A. A regular part-time employee is defined as any person who works as a 9-1-1 Call Taker, Public Safety Dispatcher I, or Public Safety Dispatcher II for less hours during a workweek than a Full Time Equivalent (FTE) who is regularly scheduled to work an average of forty-two (42) hours per workweek. Regular part-time employees are included in the bargaining unit and are represented by the Association for the purposes of this Agreement.

1. Regular part-time employees will be paid on an hourly basis.
2. Regular part-time employees will accrue premium pay, benefits and seniority on a pro-rata basis based on the part-time employee's assigned FTE rate percentage. For example, a person assigned to work 20 hours a week would be considered a 0.5 rate FTE.
3. Regular part-time employees will accrue time management and holiday leave on a pro-rata basis based on the part-time employee's assigned FTE rate percentage. The District will not adjust a part-time employee's time management and holiday accrual rate on a month-to-month basis.
4. Regular part-time employees will be paid longevity pay on a pro-rata basis based on the part-time employee's assigned FTE rate percentage.
5. Regular part-time employees scheduled to work one of the four holidays listed in Section 19.C. shall be paid as detailed therein.
6. Regular part-time employees may not accrue compensatory time. Regular part-time employees who have hours in their compensatory time bank when they become a regular part-time employee will retain those hours and may use them under the same conditions compensatory time hours are used by regular full-time employees until the carried-over balance of compensatory time hours are exhausted.
7. Regular part-time employees who ask to become regular full-time employees in a position within the bargaining unit may be allowed to fill a vacant position at the Director's sole discretion.
8. Regular part-time employees must have an assigned FTE rate percentage of 0.5 (one-half) or more.
9. Regular part-time employees shall be eligible to sign up for vacation based on his or her seniority in round two of team vacation bidding. They may sign up for vacation based on their FTE rate percentage.

- 10. Regular part-time employees called in to work unscheduled hours due to an emergency, shift vacancy, or unscheduled absence of another employee shall be paid premium pay at the rate of one and one-half (1-1/2) times their regular straight time rate of pay, even if the part-time employee has not worked or will not work forty (40) hours or more in that particular workweek, unless Section 11.F.3.b or c applies.
- 11. Part-time shifts will be placed on the schedule and will be bid when team assignments are announced. Regular part-time employees will bid their vacations, by seniority, within their team assignments. All scheduled days off adjacent to a regular part-time employee's vacation shall be considered part of that vacation, in that the employee shall not be required to work during such time.
- 12. Work assignments for regular part-time employees for the month will be posted no later than the 15th of the prior month. Once posted, work schedules for regular part-time employees may be changed by mutual agreement.

36. SAVINGS CLAUSE

Should a section, paragraph or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction over the subject matter, such decision shall apply only to the specific section, paragraph or portion thereof directly specified in the decision. 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.

37. **DURATION**

This Agreement shall be effective July 1, 2022, and shall remain in full force and effective through June 30, 2026. After June 30, 2026, this Agreement shall be automatically renewed from year to year, unless either the District or the Association give written notice to the other no later than January 1, prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement.

SIGNATURES

DESCHUTES 9-1-1 EMPLOYEES
ASSOCIATION

Dated this ____ day of June 2022

Krista Mugavero, President

Megan Happ, Vice President

For the DESCHUTES COUNTY 9-1-1
SERVICE DISTRICT, by and through the BOARD
OF COMMISSIONERS OF DESCHUTES
COUNTY, OREGON, AS THE GOVERNING
BODY OF THE DESCHUTES COUNTY 9-1-1
SERVICE DISTRICT

Dated this ____ day of June, 2022

Patti Adair, Chair

Anthony DeBone, Vice Chair

Phil Chang, Commissioner

ATTEST:

Sharon Keith, Recording Secretary

Appendix A

FISCAL YEAR WAGE SCHEDULE - Effective July 1, 2022

The six (6) step pay table as detailed below shall be effective July 1, 2022 (table to be conformed). The table below reflects a one-time wage adjustment of approximately 4.25% for all classifications:

	1	2	3	4	5	6
9-1-1 Call Taker	\$ 23.1883	\$ 24.3476	\$ 25.5621	\$ 26.8444	\$ 28.1788	\$ 29.5955
Public Safety Dispatcher I	\$ 26.6675	\$ 28.0007	\$ 29.3985	\$ 30.8707	\$ 32.4113	\$ 34.0351
Public Safety Dispatcher II	\$ 28.0010	\$ 29.3985	\$ 30.8684	\$ 32.4113	\$ 34.0345	\$ 35.7368

In addition, effective July 1, 2022, there shall be a cost of living increase for the 2022-2023 fiscal year wage schedule equal to 5.5%.

Effective July 1, 2023, there shall be a cost-of-living increase for the 2023-2024 fiscal year wage schedule with a minimum of 1.0% and a maximum of 4.0%.

Effective July 1, 2024, there shall be a cost-of-living increase to the 2024-2025 fiscal year wage schedule with a minimum of 1.0% and a maximum of 4.0%.

Effective July 1, 2025, there shall be a cost-of-living increase to the 2025-2026 fiscal year wage schedule with a minimum of 1.0% and a maximum of 4.0%.

The cost of living increase shall be measured by using 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 using each month’s CPI 12-month percentage change from February of the prior year to January of the current year. 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.

APPENDIX B

SUBJECT: TIME MANAGEMENT - DESCHUTES COUNTY 9-1-1 EMPLOYEES ASSOCIATION

I. PURPOSE

It is the purpose of the Deschutes County Time Management Program to provide employees represented by the Deschutes County 9-1-1 Employee Association 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 employees for faithful attendance and productivity.

II. SCOPE

This program covers all employees represented by Deschutes County 9-1-1 Employee's Association. Those employees covered by the provisions of this program shall not be eligible for separate leave benefits covering the following:

- sick leave (non-occupational illness or injury leave)
- vacation leave

Nonexempt employees who are eligible for 1 ½ compensatory time or overtime will still receive such under this program in accordance with the Fair Labor Standards Act.

III. LEAVE-WITH-PAY-PROVISIONS

A. All employees entering the Time Management Program will be credited with their existing vacation time balance.

Nonexempt employees will earn leave, based on full-time service, in accordance with the following schedule:

Months of Service	Hours of Leave	Earned Leave Accumulation
0-48 months	168 hours	14 hours/month
49 - 108 months	192 hours	16 hours/month
109 - 168 months	216 hours	18 hours/month
169 - 228 months	240 hours	20 hours/month
229 - 288 months	264 hours	22 hours/month
289 +months	288 hours	24 hours/month

- B. For regular part-time employees, all reference to time accrual or usage in Time Management shall be pro-rated according to the percentage of full-time equivalency authorized for the position.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers Compensation shall be charged against "earned leave" except as provided in Section IV. B. of this policy.
- D. Earned time management leave shall accrue whenever an employee is on paid status with the District. Workers compensation is not paid by the District, therefore, an employee absent from work who is receiving workers compensation benefits is not considered to be on paid status with the District and will not accrue time management leave.
- E. Employees do not accrue time management leave when on leave without pay.
- F. Leave accrued under Section 19 of the Agreement shall be maintained in a separate "holiday leave" bank.
- G. An employee may accumulate time management leave, including the previous vacation balance, if any, to a maximum of twice his or her annual time management accumulation. On March 31 of each year, any employee credited with accrued leave greater than twice the annual accumulation shall forfeit the amount above the maximum accumulation. An employee who has acquired the maximum allowable accumulation of time management leave may continue to accumulate time management leave for the balance of the year in which the maximum accrual was reached, provided that the employee takes sufficient earned leave to reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.
- H. Upon an employee's termination, after six months of service, all of the employee's time management leave (including vacation rollover, if any) shall be paid to the employee at the current rate of pay.
- I. In the event of an employee's death, after six months of service, all time management leave shall be paid to the employee's designated beneficiary at the current rate of pay.
- J. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management leave per year.
- K. Employees shall, whenever possible, request time off in advance. Use of such leave must be scheduled between the employee and his/her supervisor or designee. When an employee is sick or an emergency requires his or her presence elsewhere, the employee must notify the supervisor as soon as possible.
- L. After one year of continuous employment, employees may request to convert up to 120 hours of accrued time management leave to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one year's accrual of annual leave and must have used at least 48 hours of time management leave during the previous twelve months. A request for conversion of annual leave to cash must be approved by the Director subject to budget

restrictions and is allowed twice each fiscal year.

- M. During the last three years prior to retirement, employees may sell up to 120 hours each year of their annual time management leave accrual at the current rate of pay. Extensions of an employee's schedule retirement date notwithstanding; no employee will be entitled to this option in more than three years. This paragraph is not subject to any of the limitations expressed in Section I. of this policy.

IV. PRIOR SICK LEAVE ACCUMULATION

- A. An employee's existing sick leave accrual at the time of entering the Time Management Program will be preserved in a separate balance. No additional sick leave will be earned. Existing sick leave will be treated in the following manner
- B. No compensation for accrued sick leave shall be provided for any employee for any reason, except that one-half of the employee's accrued sick leave shall be paid to the employee or his/her beneficiary upon death or permanent total disability
- C. Employees will be allowed to convert up to 100 hours of existing sick leave to the earned leave balance on a two-for-one basis. (100 hours of sick leave will convert to 50 hours of earned leave).
- D. Existing sick leave (banked sick leave) may be used by employees only after the employee has been absent from work for at least twenty-four (24) hours in a row for qualifying sick leave utilization per the Personnel Rules. The twenty-four (24) hours will be either deducted from earned leave or be identified as leave without pay.

**Memorandum of Understanding (MOU) between
Deschutes County and
Deschutes 9-1-1 Employees Association Regarding Section 16.G.1**

This Memorandum of Understanding (“MOU”) is entered into by and between the Deschutes County 9-1-1 Service District (“District”) and the Deschutes 9-1-1 Employees Association (“Association”). The District and the Association are parties to the *Collective Bargaining Agreement between DC911 and Deschutes County 9-1-1 Employees Association: July 1, 2022 – June 30, 2026* (“CBA”).

As agreed to by the parties during bargaining concerning the CBA, a new Section 16.G.1 was added to the CBA, which states as follows:

If the District anticipates that a staffing shortage will occur on the 9-1-1 Call Center operations floor and there is insufficient time to remedy the shortage by assigning overtime pursuant to Subsection E above, the District may request employees who are not scheduled to work during the anticipated shortage to volunteer to fill the shortage. The District must communicate requests for volunteers by posting available overtime shifts at least 24 hours prior to the anticipated shortage. If more employees volunteer than needed to fill the anticipated staffing shortage, whenever possible volunteers will be chosen in the order of seniority.

The parties agree the intent of Section 16.G.1 is to provide the District with increased flexibility in filling staffing shortages that occur with less than fourteen days’ but more than 24 hours’ notice (and thus cannot be remedied via the use of assigned mandatory overtime pursuant to Section 16.E of the CBA), to decrease the need to utilize employees assigned to pager duty in such situations, and to incentivize Association members to volunteer to fill such shortages when the need arises.

The parties further agree that in general compensation paid to employees to work overtime hours pursuant to Section 16 of the CBA is paid at the rate of one and one-half (1 1/2) times the regular rate of pay converted to an hourly rate. (See Section 16.C.)

Finally, the parties agree that currently the District is experiencing suboptimal staffing levels to an unprecedented degree, and that such suboptimal levels will likely persist into the foreseeable future due, at least in part, to current workforce conditions in Central Oregon. For this reason, the parties agree there is a current need to provide the District with additional options and flexibility to plan for and react to staffing shortages that occur on short notice and to incentivize Association members to volunteer to fill such shortages. For these reasons, the parties each agree an enhanced incentive for employees to volunteer when such shortages occur should be implemented during the term of the current CBA and while suboptimal staffing levels persist.

In furtherance of the parties' mutual intent to provide for the use of voluntary overtime by Association members when staffing shortages occur on short notice (less than fourteen days but more than 24 hours) as described above, the parties hereby agree as follows:

1. For the duration of the current CBA, but only during those times when total staffing for the operations floor is less than 40 full-time equivalent Association-represented employees, overtime hours worked by such employees who volunteer to fill anticipated staffing shortages pursuant to Section 16.G.1 will be compensated at the rate of two (2) times the regular rate of pay converted to an hourly rate. Subject to the same conditions described herein concerning payment of wages for volunteering to pursuant to Section 16.G.1, if an employee and the District mutually agree, non-exempt employees may receive compensatory time off at rate of two (2) times the regular rate of pay converted to an hourly rate.
2. The District shall have authority to fully implement the provisions of Section 16.G.1 beginning June 15, 2022, regardless of whether the CBA is fully bargained to completion and executed by the parties as of that date. The District and the Association each acknowledge the new Section 16.G.1 as contemplated herein is mutually beneficial given the current unprecedented staffing levels on the 9-1-1 Call Center operations floor, and each desire to implement this mechanism to help alleviate staffing shortages that arise with less than fourteen (14) days' notice and incentivize employees to volunteer to fill such shortages as quickly as is practicable, regardless of the outcome of bargaining on the other issues currently opened for bargaining by the parties. For this reason, the parties acknowledge they have fully bargained the addition of Section 16.G.1 to the CBA in good faith and hereby agree to its addition to the CBA in full force and effect as of June 15, 2022, and that such addition is independent of bargaining, or the outcome of such bargaining, as to the remainder of the CBA. While the District's obligations pursuant to this Paragraph 2 are independent of its obligations pursuant to paragraph 1 above, the District hereby agrees to compensate employees who volunteer to fill anticipated staffing shortages pursuant to Section 16.G.1 at the rate of two (2) times the regular rate of pay converted to an hourly rate beginning June 15, 2022.
3. This MOU will terminate and the District's obligations pursuant to Paragraphs 1 and 2 above shall become void and unenforceable as of the end of the day on June 30, 2026, unless the parties mutually agree to extend the duration of this MOU.
4. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision of provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
5. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors and assigns.
6. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
7. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In

the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file or a similar format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is original thereof.

- 8. Any dispute concerning the terms and conditions of this MOU brought by DC911 or The Association on behalf of its represented employees will be resolved under the terms of Article 28 (Grievance Procedure) of the CBA.
- 9. Except and unless specifically modified by this MOU, all terms and conditions of the CBA shall remain in effect. To the extent any of the terms of this MOU conflict with those in the CBA, the term and conditions of this MOU shall prevail for so long as it is in effect.
- 10. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this _____ day of June, 2022.

Signatures:

Sara Crosswhite, Deschutes County 9-1-1 Service District

Date

Krista Mugavero, Deschutes 9-1-1 Employees Association

Date



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: PUBLIC HEARING and Consideration of Board Signature of Resolution No. 2022-037 Deschutes County Extension and 4H Service District FY 2022-23 Budget Adoption

RECOMMENDED MOTION:

Staff recommends Board adoption of the FY 2022-23 budget as approved by the Budget Committee and Resolution 2022-037.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 23-26, 2022 and fulfilled its statutory obligations by approving the FY 2022-23 Proposed Budget as amended for the Deschutes County Extension and 4H Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2022-23 budget and levies ad valorem taxes.

ATTENDANCE:

Dan Emerson, Budget Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
 ACTING AS THE GOVERNING BODY OF THE
 DESCHUTES COUNTY EXTENSION AND 4-H SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2022-037
Deschutes County Extension and	*	
4-H Service District Budget for Fiscal	*	
Year 2022-23.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY EXTENSION AND 4-H SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County Extension and 4-H Service District, hereby adopts the budget for the fiscal year 2022-23 in the total sum of \$ 1,014,593. A copy of this budget document is available on file in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County Extension and 4-H Service District, hereby imposes the ad valorem property taxes provided for in the 2022-23 adopted budget at the tax rate of \$0.0224 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied Within Permanent Tax Rate Limit	\$0.0224/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND	
Extension/4-H	681,758
Debt Service	60,276
Contingency	<u>272,559</u>
 Total District Appropriations	 1,014,593
 Total District Adopted Budget	 1,014,593

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set for the 2022-23 fiscal year.

06/29/2022 Item #8.

DATED this 22nd day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE DESCHUTES
COUNTY EXTENSION AND 4-H SERVICE
DISTRICT

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: PUBLIC HEARING and Consideration of Board Signature of Resolution No. 2022-039 Sunriver Service District FY 2022-23 Budget Adoption

RECOMMENDED MOTION:

Staff recommends Board adoption of the FY 2022-23 budget as approved by the Budget Committee and Resolution 2022-039.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 23-26, 2022 and fulfilled its statutory obligations by approving the FY 2022-23 Proposed Budget as amended for the Sunriver Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2022-23 budget and levies ad valorem taxes.

ATTENDANCE:

Dan Emerson, Budget Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
 ACTING AS THE GOVERNING BODY OF THE
 SUNRIVER SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2022-039
Sunriver Service District Budget for	*	
Fiscal Year 2022-23.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Sunriver Service District, hereby adopts the budget for the fiscal year 2022-23 in the total sum of \$26,875,881. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Sunriver Service District, hereby imposes the ad valorem property taxes provided for in the 2022-23 adopted budget at the tax rate of \$3.3100 per \$1,000 of assessed value for operations; and \$0.4700 per \$1,000 of assessed value for local option tax; and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$3.3100/\$1,000	
Local Option Tax Rate	\$0.4700/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Public Safety	5,563,341
Transfers	325,000
Contingency	<u>75,000</u>
General Fund Total	5,963,341

RESERVE FUND

Public Safety	138,253
Contingency	<u>75,000</u>
Reserve Fund Total	213,253

PUBLIC SAFETY BUILDING FUND

06/29/2022 Item #9.

Public Safety	5,944,444
Contingency	<u>500,000</u>
Reserve Fund Total	6,444,444

Total District Appropriations 7,835,630

Total Unappropriated and Reserve Amounts 20,912,540

Total District Adopted Budget 26,875,881

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2022-23 fiscal year.

DATED this 29nd day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE SUNRIVER
SERVICE DISTRICT

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: PUBLIC HEARING and Consideration of Board Signature of Resolution No. 2022-041 Black Butte Ranch Service District FY 2022-23 Budget Adoption

RECOMMENDED MOTION:

Staff recommends Board adoption of the FY 2022-23 budget as approved by the Budget Committee and Resolution 2022-041.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 23-26, 2022 and fulfilled its statutory obligations by approving the FY 2022-23 Proposed Budget as amended for the Black Butte Ranch Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2022-23 budget and levies ad valorem taxes.

ATTENDANCE:

Dan Emerson, Budget Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
ACTING AS THE GOVERNING BODY OF THE
BLACK BUTTE RANCH SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2022-041
Black Butte Ranch Service	*	
District Budget for Fiscal Year	*	
2022-23.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Black Butte Ranch Service District, hereby adopts the budget for the fiscal year 2022-23 in the total sum of \$2,731,505. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Black Butte Ranch Service District, hereby imposes the ad valorem property taxes provided for in the 2022-23 adopted budget at the tax rate of \$1.0499 per \$1,000 of assessed value for operations; and \$0.6500 per \$1,000 of assessed value for local option tax; and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.0499/\$1,000	
Local Option Tax Rate	\$.6500/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND	
Public Safety	1,411,946
Debt Service	95,000
Contingency	<u>497,292</u>
 Total District Appropriations	 2,004,238
 Total Unappropriated and Reserve Amounts	 <u>727,267</u>

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2022-23 fiscal year.

DATED this 22nd day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE BLACK BUTTE
RANCH SERVICE DISTRICT

PATTI ADAIR,, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: PUBLIC HEARING and Consideration of Board Signature of Resolution No. 2022-042 Countywide Law Enforcement District (District #1) FY 2022-23 Budget Adoption

RECOMMENDED MOTION:

Staff recommends Board adoption of the FY 2022-23 budget as approved by the Budget Committee and Resolution 2022-042.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 23-26, 2022 and fulfilled its statutory obligations by approving the FY 2022-23 Proposed Budget as amended for the Countywide Law Enforcement District (District #1). State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2022-23 budget and levies ad valorem taxes.

ATTENDANCE:

Dan Emerson, Budget Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
 ACTING AS THE GOVERNING BODY OF THE
 COUNTYWIDE LAW ENFORCEMENT DISTRICT (DISTRICT 1)

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes and Making	*	
Appropriations for the Countywide Law	*	RESOLUTION NO. 2022-042
Enforcement District (District 1) Budget	*	
For Fiscal Year 2022-23.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE COUNTYWIDE LAW ENFORCEMENT DISTRICT (DISTRICT 1), as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Countywide Law Enforcement District (District 1), hereby adopts the Budget for the fiscal year 2022-23 in the total sum of \$43,879,689. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Countywide Law Enforcement District (District 1), hereby imposes the ad valorem property taxes provided for in the 2022-23 adopted budget at the tax rate of \$1.0500 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.0500/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Public Safety	37,363,328
Contingency	<u>6,516,361</u>
 Total District Appropriations	 43,879,689
 Total District Adopted Budget	 43,879,689

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2022-23 fiscal year.

DATED this 22nd day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF COUNTYWIDE
LAW ENFORCEMENT DISTRICT (DISTRICT 1)

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: PUBLIC HEARING and Consideration of Board Signature of Resolution No. 2022-043 Rural Law Enforcement District (District #2) FY 2022-23 Budget Adoption

RECOMMENDED MOTION:

Staff recommends Board adoption of the FY 2022-23 budget as approved by the Budget Committee and Resolution 2022-043.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 23-26, 2022 and fulfilled its statutory obligations by approving the FY 2022-23 Proposed Budget as amended for the Rural Law Enforcement District (District #2). State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2022-23 budget and levies ad valorem taxes.

ATTENDANCE:

Dan Emerson, Budget Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
 ACTING AS THE GOVERNING BODY OF THE
 RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2)

A Resolution Adopting the Budget
 Levying Ad Valorem Taxes, *
 And Making Appropriations for the * RESOLUTION NO. 2022-043
 Rural Law Enforcement District *
 (District 2) Budget for Fiscal *
 Year 2022-23. *

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2), as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Rural Law Enforcement District (District 2), hereby adopts the budget for the fiscal year 2022-23 in the total sum of \$14,804,277. A copy of this budget document is currently available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Rural Law Enforcement District (District 2), hereby imposes the ad valorem property taxes provided for in the 2022-23 adopted budget at the tax rate of \$1.4300 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.4300/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND	
Public Safety	14,295,988
Contingency	<u>508,289</u>
 Total District Appropriations	 14,804,277
 Total District Adopted Budget	 14,804,277

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2022-23 fiscal year.

DATED this 22nd day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF RURAL LAW
ENFORCEMENT DISTRICT (DISTRICT 2)

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: PRESENTATION: Upper Deschutes Watershed Council 2022 Update to Deschutes County Commissioners

ATTENDANCE:

Kris Knight, Executive Director – Upper Deschutes Watershed Council

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 06/29/2022

SUBJECT: Consideration of American Rescue Plan Act Funding Proposals

RECOMMENDED MOTION:

The Board of County Commissioners has discretionary authority over American Rescue Plan Act Funds and can make a motion funding any eligible proposal.

BACKGROUND AND POLICY IMPLICATIONS:

In FY21, Deschutes County was awarded ~\$38.4 million in American Rescue Plan Act (ARPA) funds through the Federal Government. To date, the County has obligated ~\$37.4 million of ARPA funds in support of coronavirus relief, childcare, affordable housing, small business financial support, expanded services to those experiencing houselessness and improvements in water infrastructure.

Planned ARPA funding proposal discussions include a Redmond Safe Parking Proposal that includes housing stability case management services for individuals experiencing houselessness, and a proposal for food assistance from the La Pine Senior Center.

ARPA discussion will conclude with a review of new, unfunded, eligible ARPA proposals, and an update on additional proposals we are reviewing for ARPA eligibility.

BUDGET IMPACTS:

The ARPA fund has approximately \$1 million in unappropriated funding that can be used for eligible ARPA proposals, as well as \$1.7 million in contingency for health focused responses to Covid-19 and its prevention.

ATTENDANCE:

Rick Russel, Redmond Mountain View Fellowship, Dan Emerson, Budget Manager

Deschutes County American Recovery Plan Act

Eligible Project Requests - revised 05.22.22

Balance 977,298

Eligible? Yes

BOCC CATEGORY	PROJECT	Outstanding Request	BOCC Approved
Administrative	COIC "CARES extreme risk" grant distribution contract		10,935
	COIC Business/Non-profit assistance grant distribution contract		45,000
	ARPA Administration		392,000
Administrative Total			447,935
Affordable Housing	Habitat for Humanity La Pine Sunriver Emergency/Critical Home Repairs in South County		100,000
	Expand Affordable and Workforce Housing in Sisters - Reserve		500,000
	Affordable Home Ownership - Kor Community Land Trust	100,000	500,000
	Habitat for Humanity-Sisters Woodland Project	200,000	800,000
	Habitat for Humanity-Bend 8 Townhomes WaterCress Way	1,500,000	850,000
	Habitat for Humanity La Pine Sunriver Affordable Housing in South County	300,000	900,000
	Hayden Homes Affordable Housing Project		1,000,000
	Habitat for Humanity-Bend 12 Townhomes 27th Street	2,000,000	1,150,000
Housing Works Redevelopment and Expansion of Spencer Court in Redmond		2,000,000	
Affordable Housing Total		4,100,000	7,800,000
Aid to Other Impacted Industries	Bend Parks & Recreation District - Recruitment and Retention	699,000	
Aid to Other Impacted Industries Total		699,000	
Broadband Infrastructure	Regional Broadband Needs Assessment and Action Plan		300,000
Broadband Infrastructure Total			300,000
Business Support	Opportunity Foundation Increased Personnel costs due to pandemic	456,000	
Business Support Total		456,000	
Childcare	Workforce Development - COCC Business Accelerator		125,000
	Workforce Development - NI Childcare Sustainability Pathway Program		284,000
	Infrastructure - Re-Village (Sisters, Bend, Redmond)		350,000
	Infrastructure - Small Center Capacity Fund (Various, TBD)		500,000
	Infrastructure - Little Kits (Bend East: OSU)		600,000
	Infrastructure - MountainStar (La Pine, Redmond)		600,000
	Workforce Development - OSU Little Kits Internship Program		750,000
	Workforce Development - Contingency Reserve		906,000
Infrastructure - Little Kits (Bend West: OSU)		1,000,000	

Deschutes County American Recovery Plan Act

Eligible Project Requests - revised 05.22.22

Balance 977,298

Eligible? Yes

BOCC CATEGORY	PROJECT	Outstanding Request	BOCC Approved
Childcare	Workforce Development - NI FastTrack		1,060,000
	Infrastructure - Little Kits (Bend East: St. Charles)		1,500,000
Childcare Total			7,675,000
Food Assistance	Nutritional assistance		
	St. Vincent De Paul Redmond Food Assistance Building	1,000,000	-
	High Desert Food and Farm Alliance		50,000
	The 1017 Project		50,000
	Redmond Senior Center Commercial Kitchen Renovation	250,000	250,000
	Food Insecurity for Older Adults -- Council on Aging		327,840
	The Giving Plate	200,000	500,000
	NeighborImpact warehouse expansion	1,400,000	2,400,000
Food Assistance Total		2,850,000	3,577,840
Homelessness	Operating Support for Existing Sisters Cold Weather Shelters	50,000	
	Redmond Safe Parking	368,600	
	Saving Grace Infrastructure		
	New facility in Redmond		
	Sisters Cold Weather Shelter Reserve	800,000	
	Oasis Village Master Plan assistance for homeless service campus in east Redmond		32,050
	Bend Heroes Vets Village construction support		100,000
	St. Vincent De Paul Emergency Shelter	10,000	125,000
	Shepherd's House Redmond Kitchen		300,000
	Redmond Oasis Village Project-reserved		367,500
	Bethlehem Inn Redmond		900,000
	Homeless Outreach County-wide Services		1,065,000
	Homeless Solutions Partnership with City of Bend		1,500,000
	Construction of Cleveland Avenue Project	2,200,000	2,000,000
Homelessness Total		3,428,600	6,389,550
Job Training Assistance	COBA workforce training apprentice scholarships for non-organized labor		108,000
Job Training Assistance Total			108,000
Premium Pay	La Pine Community Kitchen Premium Pay	81,120	

Deschutes County American Recovery Plan Act

Eligible Project Requests - revised 05.22.22

Balance	977,298
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Eligible?	Yes
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BOCC CATEGORY	PROJECT	Outstanding Request	BOCC Approved
Premium Pay Total		81,120	
Public Health	Higher rated HVAC filters for County facilities		
	Additional County cleaning supplies and labor FY21	49,000	
	Technology enhancements for telemedicine and collaboration	200,000	
	Mobile technology upgrade for the Clerk	6,600	
	Health Care Hub in South Deschutes County	5,000,000	
	North county health facility-acquisition and remodel	8,300,000	
	Covid Testing	250,000	
	North county health facility-furniture, fixtures and equipment	897,700	
	Additional County cleaning supplies and labor (annual)	168,000	
	Outreach Van	85,000	
	Isolation motel liability insurance		8,184
	COVID testing - Dr. Young		15,000
	The Shield free counseling to Veterans		20,000
	UV sanitizer for jail		40,000
	COCC Expanding Local Public Health Workforce		191,548
	Circuit Court COVID prevention		269,645
	La Pine Rural Fire Protection District South County Quick Response Unit and gurneys		280,000
	COVID Unit Team		300,228
	COVID Unit Team-reserve		540,032
	Public Health Response Contingency		659,059
	Health Unintended Consequences		1,075,000
	Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff)		2,425,681
Public Health Total		14,956,300	5,824,377
Services to Disproportionately Impacted	Saving Grace - Shelter kitchen remodel + add two shelter bedrooms	147,040	75,000
	Saving Grace - Weekend Advocates Program + food and housing services	396,659	375,000
Services to Disproportionately Impacted Communities Total		543,699	450,000
Small Business & Non-profit Assistance	Boys and Girls Club Bend-economic impact	619,464	
	Sunriver Area Small Business Assistance Grant Program and Hiring Campaign	350,000	
	School of Enrichment - Economic Hardship	520,002	
	Redmond Chamber - lost revenue	84,069	

Deschutes County American Recovery Plan Act

Eligible Project Requests - revised 05.22.22

Balance	977,298
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Eligible?	Yes
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BOCC CATEGORY	PROJECT	Outstanding Request	BOCC Approved
Small Business & Non-profit Assistance	Sisters Chamber of Commerce	49,060	
	Redmond Rotary	90,000	
	Sisters Rodeo Association	100,000	
	Redmond Chamber - Redmond Parklet	40,000	
	Small business grants - Sisters COC	350,000	
	La Pine Chamber of Commerce	25,900	
	Sunriver Area Chamber of Commerce pandemic economic impact	18,325	
	Ronald McDonald House Charities		100,000
	COIC small business economic impact grants		2,500,000
Small Business & Non-profit Assistance Total		2,246,820	2,600,000
Water Infrastructure	NeighborImpact south county septic replacement program	1,000,000	
	Wastewater investments in South County		
	Terrebonne Wastewater System Feasibility Study	1,750,000	300,000
	Deschutes Soil and Water Conservation District On-farm Efficiency Water Conservation Projects		375,000
	Tumalo Sewer System - Reserve/placeholder		500,000
	Deschutes River Conservancy On-farm Efficiency Water Conservation Project-Smith Rock/King Way		1,075,000
Water Infrastructure Total		2,750,000	2,250,000
Grand Total		32,111,539	37,422,702



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: Oregon Department of Energy Community Renewable Energy Grant Program Application

RECOMMENDED MOTION:

Move approval to submit grant application to the Oregon Department of Energy Community Renewable Energy Grant Program.

BACKGROUND AND POLICY IMPLICATIONS:

In 2021, the Oregon Legislature created the Community Renewable Energy Grant Program to support projects outside Portland city limits. The program has a total budget of \$50 million.

The Oregon Department of Energy (ODOE) is now accepting applications for the program. In this first round of funding, ODOE is making \$12 million available to support planning and construction of renewable energy or energy resilience projects for tribes, public bodies, and consumer-owned utilities. Applications are due by July 8. ODOE is expected to make additional rounds of funding available through 2024.

Deschutes County Facilities seeks Board feedback on the potential projects outlined in the memo accompanying this agenda request. The Facilities Department is seeking Board approval to apply for grant funding through the Community Renewable Energy Grant Program.

BUDGET IMPACTS:

Depending upon the project(s) selected by the Board, matching funds could be committed to the project as part of the grant application.

ATTENDANCE:

Josh Clawson, Project Coordinator
Lee Randall, Facilities Director



FACILITIES DEPARTMENT

To: Board of County Commissioners
From: Lee Randall, Facilities Director
Date: June 22, 2022 for June 29, 2022 BOCC Meeting
Re: Oregon Department of Energy Community Renewable Energy Grant Program Application

In 2021, the Oregon Legislature created the Community Renewable Energy Grant Program to support projects outside Portland city limits. The program has a total budget of \$50 million.

The Oregon Department of Energy (ODOE) is now accepting applications for the program. In this first round of funding, ODOE is making \$12 million available to support planning and construction of renewable energy or energy resilience projects for tribes, public bodies, and consumer-owned utilities. Applications are due by July 8. ODOE is expected to make additional rounds of funding available through 2024.

Deschutes County Facilities seeks Board feedback on the potential projects outlined in this memo. The Department is seeking Board approval to apply for grant funding through the Community Renewable Energy Grant Program.

Project Eligibility

Eligible projects include renewable energy generation systems like solar or wind, and energy storage systems, electric vehicle charging stations, or microgrid technologies paired with new or existing renewable energy systems.

Awards will be made on a competitive basis, and priority will be given to projects that support energy resilience and that serve qualifying communities, including communities of color, low-income communities, tribes, rural areas, and other traditionally underserved groups.

Organizations are allowed to submit multiple project applications.

Project Funding

ODOE will offer grants up to \$100,000 for eligible planning projects and up to \$1 million for eligible construction projects. Planning grants can cover up to 100 percent of eligible costs for renewable energy and energy resilience projects. Construction grants for renewable energy projects can cover up to 50 percent of eligible costs, while construction grants for resilience projects can over up to 100 percent.

Projects with matching funds by the organization will score higher than those without.



Thirty percent of the grant award is available upfront, with seventy percent paid upon completion of the project. Project funding will need to be taken into account to support the project in between initial and completion payments.

The maximum awards for planning projects is \$100,000 and for construction projects is \$1,000,000.

Potential Projects:

1. DESCHUTES COUNTY FAIR AND EXPO CENTER (New Well with Solar Power, EV Charging):

This project would include the installation of a hybrid grid-tied and battery back-up solar photovoltaic system to provide continuous power to a new water well to replace a well currently used for irrigation. The existing well is providing roughly 50% of the water output it had previously provided. The proposed project would install a new well to provide 500,000 additional gallons per minute to the property, install a new submersible pump, install a water filtration system to convert to potable water, install potable water storage facility, provide power for Emergency Operations staging, and provide EV charging stations.

The new site would be located on a 40 acre undeveloped parcel of land on the East side of the property, closer to public access.

The County's Fair & Expo Center is routinely used during natural disasters to provide temporary emergency shelter and support for displaced community members and livestock. It also serves as a command post to support regional Emergency Response. Fair & Expo has agreements with multiple local, state and federal emergency response agencies to provide this type of support when needed.

This project would allow Fair & Expo to support Emergency Operations in the event that a natural disaster disrupts power supply. It would also provide a fresh water supply for displaced residents and ensure that electric vehicle users would have access to "off-grid" charging in the event of a prolonged power outage.

Grant Requests:

- \$100,000 in planning costs (Grant 1)
- \$1,000,000 in construction costs (Grant 2)
- \$300,000 - \$450,000 in matching funds from Facilities Department
- Potential matching funds from the Fair and Expo Center



FACILITIES DEPARTMENT

2. DESCHUTES COUNTY FAIR AND EXPO CENTER (Existing Well with Solar Power, EV Charging):

This project would include the Installation of a hybrid grid-tied and battery back-up solar photovoltaic system to provide continuous power to the Fair and Expo Center's existing water well currently used for irrigation.

The existing well is providing roughly 50% of the water output it used to. The proposed project would increase the flow to 700,000 gallons per minute by drilling a deeper well, replace the existing submersible pump, install a water filtration system to convert to potable water, and install a water storage facility where a public water fill station could be provided in the event of a natural disaster.

The County's Fair & Expo Center is routinely used during natural disasters to provide temporary emergency shelter and support for displaced community members and livestock. It also serves as a command post to support regional Emergency Response. Fair & Expo has agreements with multiple local, state and federal emergency response agencies to provide this type of support when needed.

This project would allow Fair & Expo to support Emergency Operations in the event that a natural disaster disrupts power supply. It would also provide a fresh water supply for displaced residents and ensure that electric vehicle users would have access to "off-grid" charging in the event of a prolonged power outage.

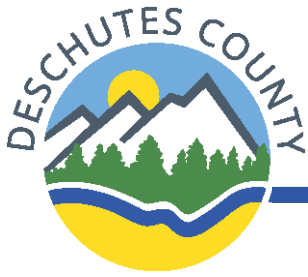
Grant Requests:

- \$100,000 in planning costs (Grant 1)
- \$1,000,000 in construction costs (Grant 2)
- \$300,000 - \$450,000 in matching funds from Facilities Department
- Potential matching funds from the Fair and Expo Center

3. DESCHUTES COUNTY ROAD DEPARTMENT (Solar Power and EV Charging):

This project would include installation of a hybrid grid-tied and battery back-up solar photovoltaic system to provide ongoing power to Road Department operations, fuel services for County fleet vehicles, IT and power throughout Road Department offices, and continuous power to new EV charging stations.





FACILITIES DEPARTMENT

In the event of a natural disaster, this project would allow for expanded support of County fleet vehicles, and would also support emergency response and potential infrastructure re-building.

Additionally, the project could provide access to "off-grid" charging for electric fleet vehicles in the event of a prolonged power outage.

Grant Requests:

- \$100,000 in planning costs (Grant 1)
- \$1,000,000 in construction costs (Grant 2)
- Potential matching funds provided by the Road Department related to planned power distribution upgrades

4. DESCHUTES COUNTY SHERIFF'S OFFICE – SISTERS & LA PINE SUBSTATIONS(Solar Power):

This project would include the installation of hybrid grid-tied and battery back-up solar photovoltaic systems to support local operations in remote areas of Deschutes County. Currently, the La Pine substation has a diesel back-up generator, while the Sisters substation has no back-up power source.

This project would enhance and support Sheriff's Office and regional emergency management response in the event of a long-term power disruption.

Grant Requests:

- \$100,000 in planning costs (Grant 1)
- \$1,000,000 in construction costs (\$500,000 each site) (Grant 2)



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: Resolution regarding public use fire restrictions on unprotected lands and County owned lands

RECOMMENDED MOTION:

Move approval of Resolution 2022-048.

BACKGROUND AND POLICY IMPLICATIONS:

Each year since 2014 Deschutes County has imposed public use restrictions to prevent wildfire starts in unprotected lands and lands owned by Deschutes County. Unprotected lands are defined as those lands outside structural fire protection districts and Oregon Department of Forestry fire protection. As we transition to warmer and drier summer weather staff presents these restrictions to the Board for their consideration.

BUDGET IMPACTS:

None.

ATTENDANCE:

Ed Keith

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Declaring a State of Emergency and *
Imposing Public Use Restrictions on all * RESOLUTION NO. 2022-048
Unprotected Wildlands within unincorporated *
Deschutes County, and all Lands owned by
Deschutes County

WHEREAS, ORS 401.309 authorizes the county governing body to declare a state of emergency within the county; and

WHEREAS, wildland fires endanger the health and safety of the county’s population, jeopardize its economic vitality and imperil the quality of the environment; and

WHEREAS, the Deschutes County Emergency Operations Plan (EOP) provides in part that a state of emergency exists whenever the unincorporated area of the county is in imminent danger of suffering an event that may cause injury or death to persons, or damage to or destruction of property to the extent that extraordinary measures must be taken to protect the public health, safety, and welfare; and

WHEREAS, current weather patterns create conditions that greatly increase the threat and likelihood of high intensity wildland fires, including wildland-urban interface wildfires; and

WHEREAS, the definition of wildland fire is an unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out: and

WHEREAS, the Deschutes County Emergency Operations Plan and the Deschutes County Natural Hazards Mitigation Plan encourage mitigation and prevention measures, including ignition prevention; and

WHEREAS, Deschutes County seeks to implement a course of action that will reduce the risk of wildland fires within the unincorporated area of the county, now therefore,

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

Section 1. Pursuant to ORS 401.309 and the Deschutes County EOP, a State of Emergency is presently declared within the unincorporated areas of Deschutes County.

Section 2. Effective upon signing of this Resolution, a Public Use Restriction on all unprotected wildlands within unincorporated Deschutes County, and all lands owned by Deschutes County, is in effect through October 15, 2022 or unless otherwise rescinded.

Section 3. The restrictions imposed by these Public Use Restrictions are listed on Exhibit 1, attached to this Resolution and incorporated herein.

Section 4. Violations of these Public Use Restrictions imposed by this Resolution shall be prosecuted as civil matters, as permitted by law, and may subject violators to civil damages and/or injunctive process.

Section 5. Any members of the public who are in violation of these Public Use Restrictions while present on county owned lands are deemed to be trespassing and are subject to criminal prosecution, as permitted by law.

BOARD OF COUNTY COMMISSIONERS

Dated this _____ of _____, 20__

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE-CHAIR

PHIL CHANG, COMMISSIONER

ATTEST:

Recording Secretary

EXHIBIT 1

DESCHUTES COUNTY Public Use Restrictions

Enacting Authority: Deschutes County Resolution No. 2022-048

Applicability of Public Use Restrictions: All unprotected wildlands within unincorporated Deschutes County, and all lands owned by Deschutes County. Unprotected lands are defined as non-federal lands outside of Rural Fire Protection Districts, and outside of lands protected by the Oregon Department of Forestry.

It is unlawful to be in violation of the following restrictions:

- Smoking is prohibited while traveling, except in vehicles on improved roads. Note: ORS 476.715 prohibits throwing away any lighted tobacco, cigars, cigarettes, matches or other lighted material, on any forestland, private road, public highway or railroad right of way within this state.
- Open fires are prohibited, including campfires, charcoal fires, cooking fires and warming fires, except in designated areas. Portable cooking stoves using liquefied or bottled fuels are allowed.
- Chainsaw use is prohibited, between the hours of 1:00 p.m. and 8:00 p.m. Chainsaw use is permitted at all other hours, if the following firefighting equipment is present with each operating saw: one axe, one shovel, and one 8 ounce or larger fire extinguisher. In addition, a fire watch is required at least one hour following the use of each saw.
- Cutting, grinding and welding of metal is prohibited between the hours of 1:00 p.m. and 8:00 p.m. At all other times the area is to be cleared of flammable vegetation and the following fire equipment is required: one axe, one shovel, and one 2 ½ pound or larger fire extinguisher in good working order.
- Use of motor vehicles, including motorcycles and all-terrain vehicles, is prohibited, except on improved roads and except for vehicle use by a landowner and employees of the landowner upon their own land while conducting activities associated with their livelihood.
- Possession of the following firefighting equipment is required while traveling in a motorized vehicle, except on federal and state highways, county roads and driveways: one shovel and one gallon of water or one 2½ pound or larger fire

extinguisher, except all-terrain vehicles and motorcycles which must be equipped with an approved spark arrestor in good working condition.

- Mowing of dried grass with power driven equipment is prohibited, between the hours of 1:00 p.m. and 8:00 p.m., except for the commercial culture and harvest of agricultural crops.
- Use of fireworks is prohibited.
- The release of sky lanterns is prohibited.
- The discharging of exploding targets or tracer ammunition is prohibited.
- Blasting is prohibited.
- Any electric fence controller in use shall be: 1) Listed by a nationally recognized testing laboratory or be certified by the Department of Consumer and Business Services; and 2) Operated in compliance with manufacturer's instructions.

The County Forester or an authorized representative may, in writing, approve a modification or waiver of these requirements.

These restrictions shall remain in effect through October 15, 2021, unless earlier replaced, suspended, or terminated by an additional Resolution of the Deschutes County Board of County Commissioners.

Maps of the subject area(s) may be viewed at the County Forester's Office, 61150 SE 27th Street, Bend, Oregon 97702 or at <https://maps.deschutes.org/custom/basic/PublicUseRestrictions.html> .

Information and maps of regulated closures for the Oregon Department of Forestry can be found at the following website: <http://www.oregon.gov/ODF/Fire/Pages/Restrictions.aspx>

Information and maps of public use restrictions on Deschutes National Forest can be found at the following website: <http://www.fs.usda.gov/centraloregon>

Definitions of words or phrases used in this Exhibit may be found in ORS 477.001, OAR 629-041-0005.



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, June 29, 2022

SUBJECT: Consideration of Resolutions Declaring Fire Prevention Code of the Redmond Fire and Rescue District effective within Deschutes County

RECOMMENDED MOTION:

Move approval of Board signature of Resolution No. 2022-049 and Resolution No. 2022-050

ATTENDANCE:

Tom Mooney, Redmond Fire and Rescue Fire Marshal

REVIEWED

LEGAL COUNSEL

06/29/2022 Item #17.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A RESOLUTION DECLARING THE FIRE *
PREVENTION CODE OF THE REDMOND * RESOLUTION NO. 2022-049
FIRE AND RESCUE DISTRICT *
EFFECTIVE WITHIN DESCHUTES
COUNTY

WHEREAS, the Redmond Fire and Rescue District has adopted a new Fire Prevention Code for the jurisdictions it serves; and,

WHEREAS, the provisions of the new Fire Prevention Code do not apply within that portion of the District that is located within the unincorporated county until the governing body of the county approves the new code by resolution; and,

WHEREAS, the County’s Building Official has reviewed the provisions of the Fire District's new Fire Prevention Code and has no objection to it; and,

WHEREAS, the County of Deschutes desires to approve the new Redmond Fire and Rescue District Fire Prevention Code, now therefore,

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

Section 1: The Redmond Fire and Rescue District Fire Prevention Code, adopted by the Fire District's enactment of the Redmond Fire and Rescue District Ordinance #4 (Exhibit A), is hereby approved by Deschutes County.

Section 2: This Resolution shall take effect, and the provisions of the Redmond Fire and Rescue District Fire Prevention Code shall be applicable within that portion of the District that is located within the unincorporated County, upon the Commissioner’s approval of this Resolution.

Section 3: The repeal of an existing Fire Prevention Code provision by a provision of this resolution shall not preclude the accusation, prosecution, conviction, or punishment of a person who violated the provision repealed or amended before the effective date of this resolution.

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

**REDMOND FIRE & RESCUE
ORDINANCE NO. 4**

AN ORDINANCE ADOPTING FIRE CODES AND STANDARDS FOR REDMOND FIRE AND RESCUE, A FIRE PROTECTION DISTRICT, PROVIDING FOR A REASONABLE LEVEL OF LIFE SAFETY AND PROPERTY PROTECTION FROM THE HAZARDS OF FIRE, EXPLOSION OR DANGEROUS CONDITIONS IN NEW AND EXISTING BUILDINGS, STRUCTURES, AND PREMISES AND TO PROVIDE SAFETY TO FIREFIGHTERS AND EMERGENCY RESPONDERS DURING EMERGENCY OPERATIONS.

WHEREAS, Redmond Fire & Rescue, a Fire Protection District, has developed uniform fire regulations for the jurisdictions served; and

WHEREAS, Redmond Fire and Rescue, a Fire Protection District, hereinafter referred to as the District, finds it necessary to adopt regulations that establish a minimum level of fire safety, thus does hereby adopt the following regulations;

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING; IT IS ORDAINED AS FOLLOWS:

TITLE AND FILING:

This ordinance, including the codes hereby adopted, shall be filed with Oregon State Fire Marshal's Office and shall be posted at each fire station of the District as prescribed by ORS 478.940. From the date on which this ordinance shall take effect, provisions thereof shall be controlling within the territorial limits of the District and within each city and county within the District which similarly approves these provisions pursuant to ORS 478.924.

SCOPE:

The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practices for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to firefighters and emergency responders during emergency operations as authorized by ORS 478.910.

SECTION I - ADOPTION OF THE DISTRICT'S FIRE CODE:

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, except as amended under Sections II, the Oregon Fire Code adopted by the Oregon State Fire Marshal, as it is replaced and amended from time to time, is hereby adopted as the District's Fire Code. It is the intention of this ordinance that the District from time to time shall automatically adopt the latest Oregon Fire Code including any amendments as adopted by the Office of the State Fire Marshal without any additional action necessary by the District. The District also adopts the following appendices in the Oregon Fire Code, Appendix A, H, I & J. Such codes and amendments are adopted on the effective date of the administrative rule adopted by the Office of State Fire Marshal.

SECTION II - ENFORCEMENT OF FIRE CODE

Notwithstanding provisions in the Oregon Fire Code authorizing or requiring inspections of buildings and premises, issuance of permits, review of plans, testing of fire protection systems and equipment, or provisions providing for enforcement of the Code, such inspections, plan review, permits, testing, and enforcement of the Code shall be discretionary by the Chief and other individuals charged by the Chief with such activities. The District recognizes that it has limited financial resources with which to provide fire, rescue, and other services and functions and is forced to make public policy decisions as to allocation of District resources. Although the District places a high priority on prevention, inspection, and maintenance of fire systems, due to financial limitations, it is the Board's policy to require inspections, plan review, permits or testing only, so often as necessary, to provide a reasonable level of fire and life safety. Accordingly, although the Fire Chief and other individuals charged by the Chief with these activities are encouraged to pursue performing such activities, as well as the scope and frequency of such activities, the performance of such activities shall be within the discretion of the Fire Chief. It is the intention of the District to make clear that the District's duty to perform the inspections, plan review, issuance of permits and testing, or to take enforcement actions as set forth in the Code, is limited to providing a reasonable level of fire and life safety.

SECTION III - AMENDMENTS TO THE OREGON FIRE CODE:

There are no amendments to the Oregon Fire Code adopted by the Oregon State Fire Marshal.

SECTION IV - FEES

Cost based fees may be imposed for plan review, inspections, permits or other fire code related services the District is authorized or required to provide under the Fire Code or other applicable statute or regulation, as prescribed in the District's Master Fee Schedule.

SECTION V-PENALTIES

Any person who violates any of the provisions of these regulations hereby adopted or fails to comply therewith, or violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statements, specification or plans submitted and approved thereunder and from which no appeal has been taken, or shall fail to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction within the time affixed herein, shall severally, for each and every such violation and non-compliance respectively, be guilty of a violation of the Fire Prevention Code as provided in ORS 478.930, punishable upon conviction as prescribed by ORS 478.990. All fines or punishments authorized upon conviction shall include the costs to the District to remedy the violation including costs of towing, storage, or removal of the hazard or obstruction if necessary.

The Chief or designated representative may bring a complaint in law or in equity to alleviate a violation of this ordinance as well as in addition to the rights to enforce said ordinance under the provisions of ORS 478.930 and ORS 478.990.

Reinspection fees may be applied for failure to correct violations in accordance with the District's Master Fee Schedule in addition to any other penalties.

SECTION VI - FIRE CODE BOARD OF APPEALS

As authorized by ORS 479.180, the District may establish a board of appeals. Such board of appeals may be implemented through bylaws and standard operating guidelines adopted by the District.

SECTION VII - REPEAL OF CONFLICTING ORDINANCES

The provisions of this ordinance, i.e., the Fire Code, shall be controlling within the territorial limits of the District and within each city and county within the District approving pursuant to ORS 478.924. If an existing fire code ordinance has been approved within any city or county within the District, the District desires that the existing fire code continue in effect until such time as the cities and counties within the District have approved this new Fire Code pursuant to ORS 478.924. Accordingly, all former ordinances or parts thereof, which are conflicting or inconsistent with the provisions of this ordinance or of the code or standards hereby adopted, are hereby repealed, effective on the effective date of this ordinance. Further, prosecutions or violations under repealed ordinances may continue after the effective date of this ordinance.

SECTION VIII - VALIDITY

The District hereby declares that should any section, paragraph, sentence, or word of this ordinance or of the Codes or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the District that it would have passed all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

SECTION IX- DATE OF EFFECT

The Board of Directors of the District finds and determines that it is necessary and expedient that the provisions of this ordinance become effective 30 days following adoption, as authorized by ORS 198.570.

First reading by Title only this 20th day of April, 2022.

Second reading by Title only this 18th day of May, 2022.

Adopted by vote of the Redmond Fire & Rescue Board of Directors this 18th day of May, 2022.


Carroll Penhollow – Board President

Ayes: 5

Nays: 0

ATTEST:


Diane Cox – District Recorder

State of Oregon Notarial Certificate (ORS Ch. 194.280, 194.285)

Certifying to a Copy of a Document

State of OREGON

County of Deschutes

I certify (or attest) that this is a true and correct copy of a record in the possession

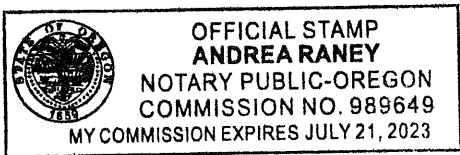
of [Signature].

Dated: June 6th, 20 22.

[Signature]

Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 3 of a Redmond Fire & Rescue Ordinance No 4 (title or type of document), dated May 18th, 20 22, consisting of 3 pages.

REVIEWED

LEGAL COUNSEL

06/29/2022 Item #17.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A RESOLUTION DECLARING THE FIRE *
PREVENTION CODE OF THE REDMOND * RESOLUTION NO. 2022-050
FIRE AND RESCUE DISTRICT *
EFFECTIVE WITHIN DESCHUTES
COUNTY

WHEREAS, the Redmond Fire and Rescue District has adopted a new Fire Prevention Code for the jurisdictions it serves; and,

WHEREAS, the provisions of the new Fire Prevention Code do not apply within that portion of the District that is located within the unincorporated county until the governing body of the county approves the new code by resolution; and,

WHEREAS, the County’s Building Official has reviewed the provisions of the Fire District's new Fire Prevention Code and has no objection to it; and,

WHEREAS, the County of Deschutes desires to approve the new Redmond Fire and Rescue District Fire Prevention Code, now therefore,

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

Section 1: The Redmond Fire and Rescue District Fire Prevention Code, adopted by the Fire District's enactment of the Redmond Fire and Rescue District Ordinance #5 (Exhibit A), is hereby approved by Deschutes County.

Section 2: This Resolution shall take effect, and the provisions of the Redmond Fire and Rescue District Fire Prevention Code shall be applicable within that portion of the District that is located within the unincorporated County, upon the Commissioner’s approval of this Resolution.

Section 3: The repeal of an existing Fire Prevention Code provision by a provision of this resolution shall not preclude the accusation, prosecution, conviction, or punishment of a person who violated the provision repealed or amended before the effective date of this resolution.

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

REDMOND FIRE & RESCUE

ORDINANCE NO. 5

**AN ORDINANCE REGULATING OPEN BURNING, RECREATIONAL FIRES
& PORTABLE OUTDOOR FIREPLACES**

WHEREAS, ORS 478.930 provides that no person shall violate an adopted fire prevention code as provided in ORS 478.910 or fail to remove hazards found on inspection within the time set by the inspecting officer or burn in an unguarded manner without a permit; and

WHEREAS, ORS 478.960 provides the authority to the fire chief to regulate burning within a given fire district, and to prescribe conditions upon which permission is granted and which are necessary to be observed in setting the fire and preventing it from spreading and endangering life or property or endangering the air resources of this state.

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING; IT IS ORDAINED AS FOLLOWS:

TITLE AND FILING:

This ordinance, including the codes referenced herein and hereby adopted, shall be filed with Oregon State Fire Marshal's Office and shall be posted at each fire station of the District as prescribed by ORS 478.940. From the date on which this ordinance shall take effect, provisions thereof shall be controlling within the territorial limits of the District and within each city and county within the District which similarly approves these provisions pursuant to ORS 478.924.

SCOPE:

This ordinance is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of Redmond Fire & Rescue by regulating the fire hazards of outdoor burning.

APPLICABILITY:

This ordinance applies to all outdoor burning within the boundaries of Redmond Fire & Rescue's Fire District. This ordinance does not apply to grilling or cooking food using charcoal, wood, propane or natural gas in cooking or grilling appliances. This ordinance does not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation. This ordinance does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

SECTION I - ADOPTION OF THE DISTRICT'S OPEN BURNING REGULATIONS:

For the purpose of prescribing regulations governing open burning by requiring permits for certain types of burning and prohibiting certain types of burning.

SECTION II - ENFORCEMENT OF OPEN BURNING REGULATIONS:

Notwithstanding provisions in the Oregon Fire Code authorizing or requiring permits for open burning provisions providing for enforcement of the Code, such inspections, permits, and enforcement of the Code shall be discretionary by the Chief and other individuals charged by the Chief with such activities. It is the intention of the District to make clear that the District's duty to perform the issuance of permits, or to take enforcement actions as set forth in the Code, is limited to providing a reasonable level of fire and life safety.

SECTION III -DEFINITIONS:

Agricultural Burning: Agricultural burning is limited to genuine agricultural waste. Agricultural waste is material generated by an agricultural operation that uses, or intends to use, land primarily for the purpose of obtaining a profit by raising, harvesting and selling crops or raising and selling animals (including poultry), or the products of animal husbandry. Prohibited materials can't be burned, even in an agricultural setting. Agricultural burning must be an integral and necessary part of the agricultural activity. The agricultural activity might include clearing of land but does not include the construction and use of dwellings. Burning associated with a dwelling is considered to be residential burning and requires a residential burn permit.

Approved Container: A heavy metal container (portable fire pits, with no rust holes in sides or bottom and with screening material over the top and any ventilation holes; or other devices that contain sparks or embers from leaving container.

Bonfire: An outdoor fire utilized for ceremonial purposes that is larger than a maximum of 3 feet in diameter by 2 feet in height.

Burning Season: Means the timeframe from October 1 through June 1. Certain restrictions and limitations may apply.

Clean wood: means natural wood which has not been painted, varnished or coated with a similar material; has not been pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.

Construction and demolition waste: means building waste materials, including but not limited to waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.

Daylight hours: Means the time between 8:00am and two hours before sunset.

District: Redmond Fire & Rescue

Fire Chief: The chief officer of the fire department serving the jurisdiction, or a duly authorized representative.

Haines Index: It is used to indicate the potential for wildfire growth by measuring the stability and dryness of the air over a fire. It is calculated by combining the stability and moisture content of the lower atmosphere into a number that correlates well with large fire growth. The stability term is determined by the temperature difference between two atmospheric layers; the moisture term is determined by the temperature and dew point difference. This index has been shown to be correlated with large fire growth on initiating and existing fires where surface winds do not dominate fire behavior.

Open burning: The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

Portable outdoor fireplace: A portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top.

Recreational fire: An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

SECTION IV-GENERAL

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with this ordinance and the specific conditions listed on the permit. No person shall burn prohibited materials as described by the Fire District burn permit and Oregon Department of Environmental Quality (DEQ).

Prohibited open burning. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous.

- a) Open field burning shall not be allowed on lots larger than 5 acres that do not meet the State of Oregon's definition of agricultural burning. See definition above. A special permit may/may not be issued by the Fire Chief after an on-site inspection of the proposed open field burn site.

- b) Open burning within the City limits of Redmond shall be prohibited with the exception of recreational fires located at one and two-family dwellings that are in compliance with section 3 of this ordinance.
- c) Open burning of agricultural fields conducted within one-eighth (1/8) of a mile adjacent to Highway 97 may not commence until a Deschutes County Sheriff's deputy, other law enforcement officer or certified flaggers have arrived to assist with traffic control should any smoke intrusion obstruct highway visibility. Open burning of agricultural fields is prohibited within one-eighth (1/8) mile adjacent to Highways 126 and 97. Flaggers are required for all open field burning adjacent to county roads.
- d) Burning shall not be allowed when any one of the following conditions exist:
 - 1. Temperature above 95 degrees Fahrenheit
 - 2. Wind speed above 10 miles per hour
 - 3. Humidity below 20%
 - 4. Haines Index of 5 or greater
 - 5. Industrial Fire Precaution Level (IFPL) of III
 - 6. Red Flag Days
- e) Burning shall not be allowed at night.
 Exceptions: recreational fires and portable outdoor fireplaces that are in compliance with Section VII of this ordinance
- f) No person shall burn on any given day without first calling the recorded burn line message and utilizing the Burn Permit App located on the Redmond Fire & Rescue website.
 Exceptions: bonfires, recreational fires and portable outdoor fireplaces that are in compliance with Section VII of this ordinance.

SECTION V-PERMIT

Permit required. An application for a permit shall only be presented by and permits shall only be issued to the owner of the land upon which the fire is to be kindled, or person with proof of legal authority over such land. A permit shall be obtained from the Fire Chief or a duly authorized representative prior to kindling a fire for any of the following:

- a) Open burning outside the City limits of Redmond.
- b) Bonfires
- c) Agricultural burning
- d) Ceremonial Fires

Exceptions: Open burning for agricultural purposes: No person shall burn on any given day without first calling the recorded burn line message and utilizing the Burn Permit App located on the Redmond Fire & Rescue website. As a courtesy, please contact the

non-emergency dispatch at 541-693-6911 before burning to lessen any unnecessary responses to agricultural controlled burns.

Agricultural burning is usually allowed anywhere in the state, unless fire safety concerns restrict or prohibit burning on a given day.

Agricultural burning is limited to genuine agricultural waste. Agricultural waste is material generated by an agricultural operation that uses, or intends to use, land primarily for the purpose of obtaining a profit in money by raising, harvesting and selling crops or raising and selling animals (including poultry), or the products of animal husbandry. Prohibited materials can't be burned, even in an agricultural setting.

Agricultural burning must be an integral and necessary part of the agricultural activity. The agricultural activity might include clearing of land but does not include the construction and use of dwellings. Burning associated with a dwelling is considered to be domestic burning, backyard burning, or burning of yard debris and is not part of the farming operation

SECTION VI-AUTHORIZATION

Authorization. Where required by state or local law or regulations, open burning shall only be permitted by and with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

Authorization to burn by others, may be revoked by the fire district. The fire district reserves the right to prohibit all burning within the fire district when deemed necessary by the Fire Chief or a duly authorized representative when conditions or circumstances make such fires hazardous.

SECTION VII-LOCATION AND SIZE

Location and size. The location for open burning shall not be less than 50 feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15,240 mm) of any structure where the pile size is a maximum of 6 feet in diameter by 4 feet in height.

Exceptions:

- a. Fires in approved containers that are not less than 15 feet (4572 mm) from combustibles. See fire district Safe Debris Burning Tips pamphlet for approved containers or burn barrels.
- b. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610mm) or less in height.

Bonfires. A bonfire shall not be conducted within 50 feet (15,240 mm) of a structure or combustible material unless the fire is contained in a pit. Conditions which could cause a fire to spread within 50 feet (15,240mm) of a structure shall be eliminated prior to ignition. All bonfires shall be authorized individually and only after an on-site inspection.

Recreational fires. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition. These types of fire are not permitted at a commercial business.

Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material. These types of fire are not permitted at a commercial business.

Exception: Portable outdoor fireplaces used at one and two-family dwellings.

SECTION VIII-ATTENDANCE

Attendance. Open burning, bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

SECTION IX- EXTINGUISHMENT AUTHORITY

Extinguishment authority. When any fire creates or adds to a hazardous situation, or a required permit for burning has not been obtained or followed, the Fire Chief or their designee is authorized to order the extinguishment of the fire or have the fire extinguished by fire district personnel.

SECTION X-LIABILITY

Liability. Nothing in this ordinance relieves a person starting a fire from responsibility for providing adequate protection to prevent injury or damage to the person or property of another. If such burning results in the escape of fire and injury or damage to the person or property of another, such escape and damage or injury constitutes prima facie evidence that the burning was not safe.

SECTION XI-VIOLATIONS AND PENALTIES

- a) Violation of ORS 476.380 (Fire permits) is a Class A misdemeanor. ORS 478.990 Penalties
- b) Violation of any provision of ORS 478.930 (Violation of code) is a Class D violation. Each day's refusal to remove fire hazards after notice by the inspecting officer to the owner of the premises where the hazard exists is a separate offense.

c) Burning without a permit required under ORS 478.960 (Burning of certain materials permitted only with permission of fire chief) or in violation of a condition thereof is a misdemeanor.

d) Violation of ORS 478.960 (Burning of certain materials permitted only with permission of fire chief) (4) is a misdemeanor.

e) Subject to ORS 153.022 (Authority of agency to specify rule violation as particular level of violation) and 153.025 (Authority of political subdivision to specify ordinance violation as particular level of violation), violation of any rule or regulation made by a rural fire protection district or other public body, as defined in ORS 174.109 (Public body defined), pursuant to ORS 478.300 (Contracting with others to provide facilities and services for fire protection or road lighting)(2) is a misdemeanor.

f) OAR 468A.992 Civil penalties for open field burning violations

In addition to any liability or penalty provided by law, the State Department of Agriculture may impose a civil penalty on any person who fails to comply with a provision of ORS 468A.555 (Policy to reduce open field burning) to 468A.620 (Experimental field sanitization) or any rule adopted thereunder, or a permit issued under ORS 468A.555 (Policy to reduce open field burning) to 468A.620. (Experimental field sanitization), relating to open field burning.

The State Department of Agriculture shall impose any civil penalty under this section in the same manner as the Department of Environmental Quality imposes and collects a civil penalty under ORS 468.140 (Civil penalties for specified violations).

SECTION XII-RECOVERY

Recovery by district of costs of suppressing unlawful fire ORS 478.965; attorney fees

a) If the fire-fighting apparatus or personnel, or either of a district, are required to respond and be used actively or on a standby basis in connection with the extinguishment or control of a fire that has been started or allowed to spread in willful violation of ORS 478.960 (Burning of certain materials permitted only with permission of fire chief) (1) to (5), the person responsible therefor shall be liable to the district furnishing such apparatus or personnel, or both, for the actual costs incurred by the district in controlling, extinguishing or patrolling the fire. Such costs may be recovered in an action prosecuted in the name of the district. The court may award reasonable attorney fees to the district if the district prevails in an action under this section. The court may award reasonable attorney fees to a defendant who prevails in an action under this section if the court determines that the district had no objectively reasonable basis for asserting the claim or no reasonable basis for appealing an adverse decision of the trial court.

b) An itemized statement of the actual costs incurred by the district, certified under oath by the Chief Financial Officer of the district, shall be accepted as prima facie evidence of such costs in the action authorized by this section.

SECTION XIII-VALIDITY

The District hereby declares that should any section, paragraph, sentence, or word of this ordinance or of the Codes or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the District that it would have passed all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

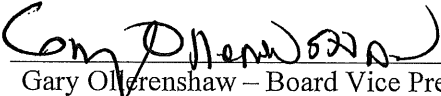
SECTION XIV-DATE OF EFFECT

The Board of Directors of the District finds and determines that it is necessary and expedient that the provisions of this ordinance become effective 30 days following adoption, as authorized by ORS 198.570.

First reading by Title only this 18th day of May, 2022.

Second reading by Title only this 15th day of June, 2022.

Adopted by vote of the Redmond Fire & Rescue Board of Directors this 15th day of June, 2022.



Gary Ollershaw – Board Vice President

Ayes: 4

Nays: 0

ATTEST:



Diane Cox – District Recorder

State of Oregon Notarial Certificate (ORS Ch. 194.280, 194.285)

Certifying to a Copy of a Document

State of OREGON

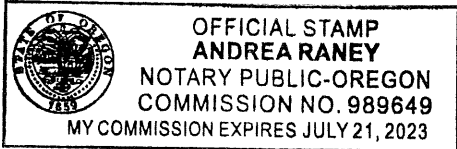
County of Deschutes

I certify (or attest) that this is a true and correct copy of a record in the possession
of Jessica Jackson.

Dated: June 17th, 20 22.

Andrea Raney

Notary Public - State of Oregon



Official Stamp

Document Description

This certificate is attached to page 8 of a Ordinance No 5 (title or type of document), dated June 15th, 20 22, consisting of 8 pages.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: 2022 Greater Redmond Community Wildfire Protection Plan update

RECOMMENDED MOTION:

Move approval of Board signature of the Greater Redmond Community Wildfire Protection Plan 2022 update.

BACKGROUND AND POLICY IMPLICATIONS:

The Greater Redmond Community Wildfire Protection Plan has been updated with partners including the City of Redmond, Redmond Fire and Rescue, the Oregon Department of Forestry, the Bureau of Land Management and multiple community partners. Board signature acknowledges the 2022 update to this plan.

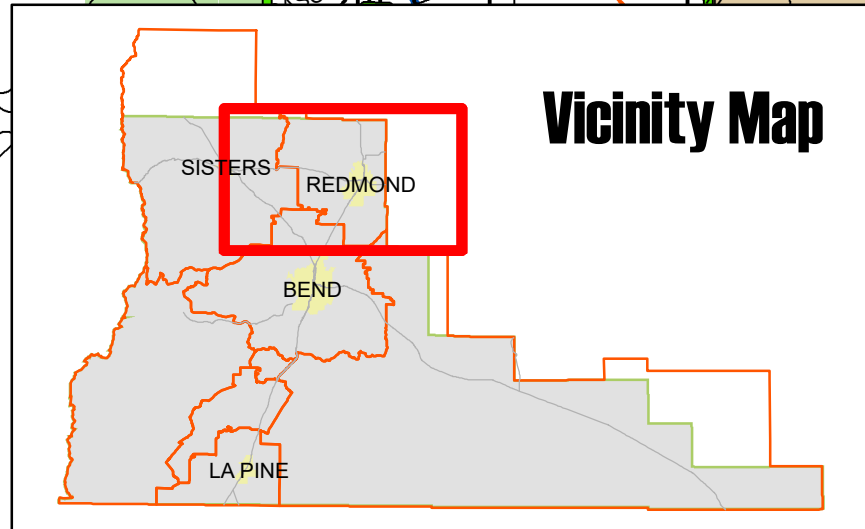
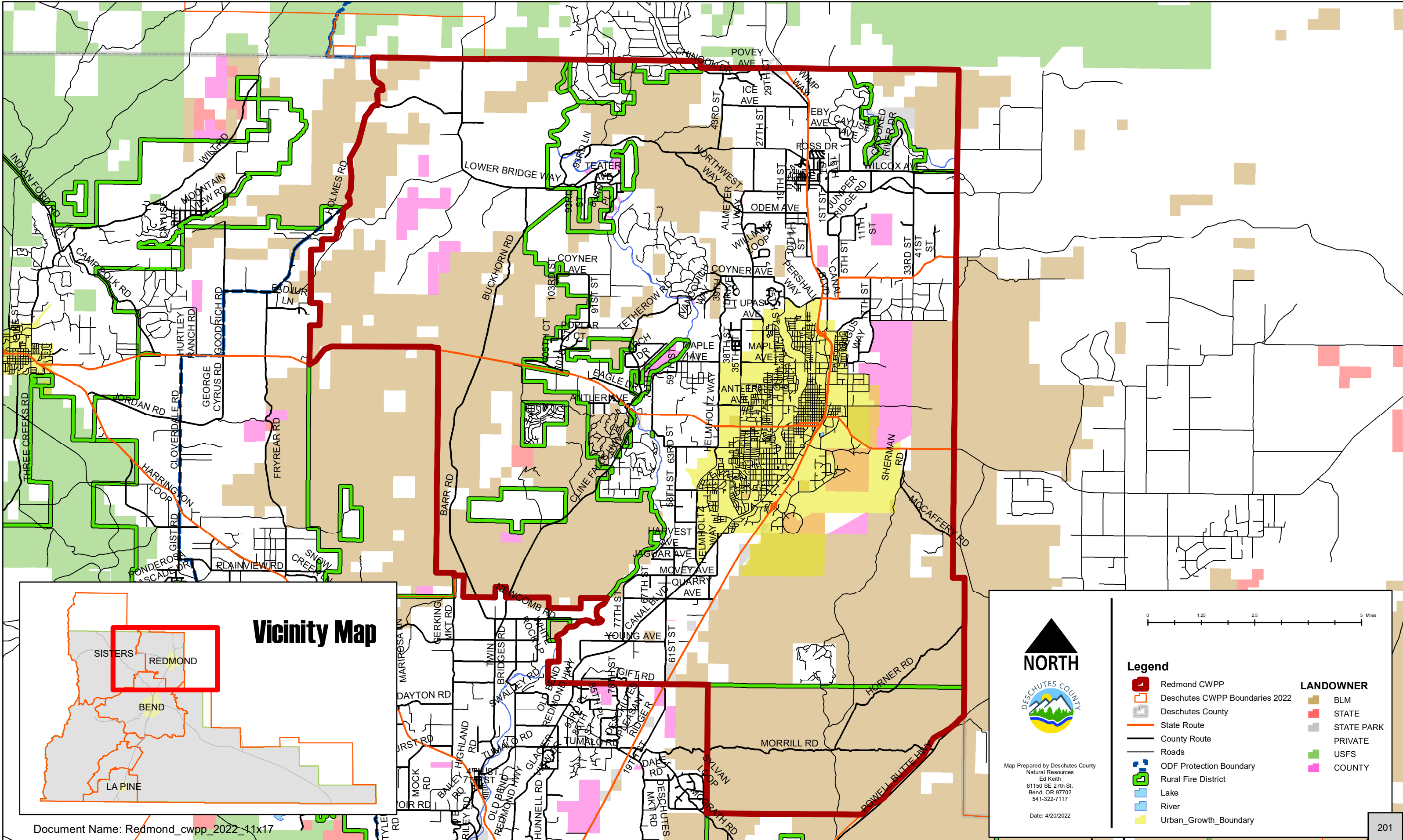
BUDGET IMPACTS:

None

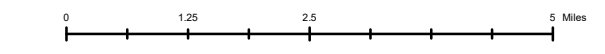
ATTENDANCE:

Ed Keith

Greater Redmond Community Wildfire Protection Plan



Map Prepared by Deschutes County
 Natural Resources
 Ed Keith
 61150 SE 27th St.
 Bend, OR 97702
 541-322-7117
 Date: 4/20/2022



- Legend**
- Redmond CWPP
 - Deschutes CWPP Boundaries 2022
 - Deschutes County
 - State Route
 - County Route
 - Roads
 - ODF Protection Boundary
 - Rural Fire District
 - Lake
 - River
 - Urban_Growth_Boundary
- LANDOWNER**
- BLM
 - STATE
 - STATE PARK
 - PRIVATE
 - USFS
 - COUNTY



Greater Redmond Community Wildfire Protection Plan 2022

Prepared in cooperation with:



Copies of this plan are available at: <http://www.projectwildfire.org/cwpps/>

Table of Contents

- Executive Summary iii
 - Purpose and Goals..... iii
 - Planning Area Description iv
 - Wildland Fire Risk Assessment v
 - Action Plan and Implementation v
- Declaration of Agreement..... vi
- Acknowledgements..... vii
- Contact Information..... viii
- Purpose..... 1
- Planning Summary 3
 - CWPP Planning Process 3
 - Policy Background Related to CWPPs 4
 - History of the Greater Redmond CWPP 5
- Planning Area Description 6
 - Community Base Map 7
 - Communities at Risk..... 7
 - Wildland Urban Interface Definition 7
 - Fuel Hazards and Ecotypes 8
 - Sagebrush 8
 - Western juniper 8
 - Bitterbrush..... 8
 - Cheat grass & noxious weeds..... 8
 - Recent Wildfires 10
- Public & Private Accomplishments 11
 - Federal Lands 11
 - Oregon Department of Forestry 14
 - Deschutes County 14
 - Firewise USA[®] 17
 - Fire-Adapted Communities..... 18
 - Fire Protection Capability 18
 - Areas of special concern 21
- Action Plan and Implementation..... 25
 - Safe and Effective Wildfire Response 25

Improving Fire Protection Capabilities..... 25

Fire Adapted Communities 25

Restoring Resilient Landscapes 26

Prioritized Recommendations and Preferred Treatment Methods 28

 Hazardous fuels reduction..... 28

 Recommendations to Reduce Structural Vulnerability including Ingress/Egress 31

 Education and Awareness of the Wildfire Threat..... 33

 Identify, Improve and Protect Critical Transportation Routes..... 33

Evaluation and Monitoring 36

Appendix A Risk Explorer Report 37

Appendix B Glossary 72

Appendix C Post Fire Recovery.....76

Executive Summary

Purpose and Goals

Community Wildfire Protection Plans (CWPPs) are documents that are designed to be developed by a local group of stakeholders who are invested in the wildland fire threat to their area. The group of stakeholders typically consists of a representative from the fire department, the state forest management agency, local governments and especially property owners, in collaboration with federal land managers. Each of these representatives should bring their concerns regarding wildland fire to the discussion and propose solutions to their concerns.

Although reducing the risk of high-intensity wildland fire impacting the community is the primary motivation behind this plan, managing the larger landscape to restore forest health and more resilient conditions and improving fire response by all fire agencies are also discussed and addressed in the action plan. Continued efforts have been made by County, State and Federal land management agencies to reduce the threat of high-intensity wildland fires through education and fuels reduction activities on public lands. In addition, private property owners have responded enthusiastically to the defensible space and preparation guidelines and recommendations to reduce hazardous fuels on their own properties by participating in programs such as Firewise and FireFree. All of these activities allow the Greater Redmond Area to become a more Fire Adapted Community.

Since its creation in December 2006, the Greater Redmond CWPP has been revised three times (2011, 2017, 2022) by a local steering committee with the intention of decreasing the risks of high-intensity wildfire in the Greater Redmond Area.

The 2022 Greater Redmond CWPP will assist in the identification and prioritization of wildfire risk on all lands, including surrounding public lands. The Greater Redmond CWPP identifies priorities and strategies for reducing hazardous wildland fuels while improving forest health, reducing structural vulnerability, supporting local industry and economy and improving fire protection capabilities.

Addressing these goals in a cooperative, collaborative manner maintains alignment with the goals outlined in the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) – resilient landscapes, Fire Adapted Communities, and safe and effective wildfire response. For more information on Cohesive Strategy, visit <http://www.forestsandrangelands.gov/>.

The purpose of the Greater Redmond CWPP is to:

- Protect lives and property from the negative impacts of wildland fire;
- Instill a sense of responsibility among property owners, visitors, conservation groups and federal, state and local agencies to take preventive actions regarding wildland fire;
- Provide guidance to federal agencies for implementing fuels reduction treatments;
- Prioritize the use of limited funds for the treatment of hazardous fuels;
- Grow and sustain fire-adapted community efforts;
- Increase public understanding of living in a fire-adapted ecosystem;

- Increase the Greater Redmond’s ability to prepare for, respond to and recover from wildland fires;
- Restore fire-adapted ecosystems;
- Improve the fire resiliency of the landscape while protecting other social, economic and ecological values.

The Greater Redmond CWPP integrates information from a variety of sources to present a comprehensive picture of risk and possible treatments on the landscape and enables community organizations and their partners to act in a coordinated fashion. A completed plan also allows the adjacent federal land management agencies to make use of the expedited authorities provided by the Healthy Forest Initiative (HFI) and the Healthy Forest Restoration Act (HRFA). In addition, for communities seeking most federal grant funding, a completed CWPP is commonly a requirement. Lastly, developing a CWPP is a powerful tool to help get local property owners and visitors involved in fire protection efforts.

Planning Area Description

The Greater Redmond CWPP is multi-jurisdictional and addresses all lands and all ownerships within the boundaries of the plan area. Greater Redmond is located in the northern portion of Deschutes County and includes the City of Redmond in its entirety in addition to the surrounding rural lands protected by Redmond Fire and Rescue and lands protected by the Lower Bridge Rangeland Fire Protection Association. US Highway 97 and US Highway 26, major transportation routes through the state, intersect the plan area. The southern edge of the boundary is the northern boundary of the Greater Bend CWPP. The northern part of the WUI is the Jefferson County CWPP boundary. The west side of the WUI is met by the Greater Sisters Country CWPP boundary and the east side is met by the Crook County CWPP.

Redmond, Oregon is located east of the Cascades and is the social, economic and recreational hub of Deschutes County. Deschutes County is the fastest growing county in Oregon and currently the Greater Redmond Community Wildfire Protection Plan Boundary is home to an estimated 44,019 residents. Situated between between 2,700 and 3,700 feet in elevations, in a classic wildland urban interface environment, the greater Redmond area is also home to abundant wildlife including deer, elk, and many species of birds and fish. Within the planning area there is also a significant amount of public land with developed and dispersed recreation sites, which provide valuable recreation opportunities to both residents and visitors. In the summer months, Deschutes County estimates an additional transient population of up to 20,000 people that occupy these areas creating a seasonal challenge for those agencies responsible for fire suppression and evacuation.

Historically, the Redmond area included a mix of open stands of western juniper, bitterbrush, sage and grasslands, which were maintained by frequent low to moderate intensity fires. Today, with more development into the wildland urban interface and effective wildland fire suppression, the greater Redmond area is characterized by widespread stands of dense western juniper, bitterbrush, sage, and grasses

For the purposes of this plan, the area considered wildland urban interface (WUI) and the CWPP planning area are coincident. The Greater Redmond CWPP boundary is approximately 199 square miles or 124,907 acres.

The CWPP planning area boundary lies within the larger area of the eastern Cascade slopes and foothills. The Deschutes River is a notable landmark that runs north/south through the planning area. The larger area is dominated by western juniper, sagebrush, and grasses on the high desert as well as transitions from ponderosa pine to mixed conifer and lodgepole pine. The vegetation is adapted to the prevailing dry climate and is highly susceptible to wildland fire with major threats to the area each year. Volcanic cones and buttes dot the landscape across much of the region. Most of the communities in the area lie at an elevation of approximately 3,000 feet.

The climate in Redmond is considered semi-arid and typical of the east slopes of the Cascade Mountains, with most of the annual precipitation (8"-12") coming as winter snow and rain in the fall and spring. Summers are dry and prone to frequent thunderstorms with lightning storms producing multiple fire ignitions.

The community of Redmond presents a unique challenge for the wildfire planning process. Although the core urban area is not at significant risk from wildfire due to the amount of development and lack of vegetation, the areas adjacent to the core of Redmond are characterized by dense stands of trees, topographical challenges and thick ground vegetation that contribute to its scenic beauty as well as the overall wildland fire risk. There are extensive areas of hazardous wildland fuels intermixed with homes and businesses across the planning area that in the event of a grass or brush fire, could sustain a wildland fire event with catastrophic losses likely. Redmond is also home to many agricultural areas, which have the capacity to carry significant ground fires.

Wildland Fire Risk Assessment

The CWPP steering committee used the Oregon Wildfire Risk Explorer tool that was created in partnership with the Oregon Department of Forestry (ODF) and the Institute for Natural Resources at Oregon State University (OSU) to undertake a wildland fire risk assessment and gauge the relative risk and hazard due to wildland fire for the lands and communities within the planning area. This tool is intended to direct the implementation of wildfire mitigation activities to the highest priority areas and promote cross-boundary coordination. The full risk assessment can be found in Appendix A.

Action Plan and Implementation

The Steering Committee recognizes the Greater Redmond CWPP is a living tool that can be used for multiple outcomes. The plan contains recommendations consistent with the three goals of the Cohesive Strategy (safe and effective wildfire response, Fire Adapted Communities and resilient landscapes), as well as prioritized recommendations and preferred treatment methods.

With critical needs assessed and priority areas identified through the risk assessment process, the Steering Committee identified the following recommendations to meet the purposes of the Greater Redmond CWPP:

- Reduce hazardous fuels on public lands
- Reduce hazardous fuels on private lands
- Reduce structural vulnerability
- Increase education and awareness of the wildfire threat
- Identify, improve and protect critical transportation routes

Declaration of Agreement

The Greater Redmond Community Wildfire Protection Plan (CWPP) was originally completed and signed in May, 2006. Subsequent revisions were approved in 2011 and 2017. As directed by this CWPP, fuels reduction activities have been completed on public and private lands. Recent wildland fires have also impacted the landscape.

Under the Healthy Forests Restoration Act, the CWPP is approved by the applicable local government(s), the local fire department, and the state entity responsible for forest management. The plan makes reference to rules and regulations that may be legally binding, however this plan is not legally binding, as it does not create or place mandates or requirements on individual jurisdictions. It is intended to share information and serve as a planning tool for fire and land managers and property owners to assess risks associated with wildland fire and identify strategies and make recommendations for reducing those risks.

_____	_____
Pat Dale, Interim Fire Chief	Date
Redmond Fire and Rescue	

_____	_____
Carol Penhollow, Board President	Date
Redmond Fire and Rescue	

_____	_____
George Endicott, Mayor	Date
City of Redmond	

_____	_____
Ben Duda, Unit Forester	Date
Oregon Department of Forestry	

_____	_____
Patti Adair, Chair	Date
Deschutes County Board of Commissioners	

_____	_____
Tony DeBone, Vice Chair	Date
Deschutes County Board of Commissioners	

_____	_____
Phil Chang, Commissioner	Date
Deschutes County Board of Commissioners	

Acknowledgements

In the true spirit of collaboration, the following people are acknowledged for their participation and commitment resulting in the 2022 Update of the Greater Redmond CWPP.

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Kyle Roberts	Redmond City Planning
George Endicott	Mayor of Redmond
Mike Mulligan	Ridge at Eagle Crest
Joyce Baker	Ridge at Eagle Crest
Karen Roberts	Odin Falls
Patty Cassidy	The Cliffs Redmond
Robin Galloway	Lower Bridge RFPA
Jeff Dowell	Pronghorn
Kyle Collins	Deschutes CDD
Jeff Blackburn	Tetherow Crossing
Keith Witcosky	Redmond City Manger
Jeff Hawthorne	Redmond School District
Aaron Wells	Redmond Police
Ben Duda	Assistant Unit Forester, Oregon Department of Forestry
Boone Zimmerlee	Deschutes County Fire Adapted Communities Coordinator
Terrance Highfield	Burlington Northern Santa Fe Railroad
Nathan Garibay	Emergency Manager, Deschutes County Sheriff's Office
Heather Miller	Office of State Fire Marshal

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www.projectwildfire.org/cwpps

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Purpose

Originally created in December 2006, the Greater Redmond CWPP has been revised three times (2011, 2017 and 2022). This 2022 comprehensive revision maintains the original purpose and outlines the updated priorities, strategies and action plans for fuels reduction treatments in the Greater Redmond area wildland-urban interface (WUI). This CWPP also addresses special areas of concern and makes recommendations for reducing structural vulnerability and creating defensible space. It is intended to be a living document for fuels reduction, educational, and other projects to decrease overall risks of loss from wildland fire and should be revisited at least annually to address its purpose, goals and associated outcomes.

Although reducing the risk of high-intensity wildland fire is the primary motivation behind this plan, managing the Greater Redmond WUI for hazardous fuels reduction and fire resilience is only a part of the larger picture. Property owners and visitors desire healthy, fire-resilient forests and wildlands that provide habitat for wildlife, recreational opportunities, and scenic beauty. By establishing a more fire adapted community through work on public and private property and a more fire resilient landscape, the local fire response will be more successful.

The purpose of the Greater Redmond CWPP is to:

- Protect lives and property from wildland fires;
- Instill a sense of personal responsibility for taking preventive actions regarding wildland fire;
- Increase public understanding of living in a fire-adapted ecosystem;
- Increase the community’s ability to prepare for, respond to and recover from wildland fires;
- Restore fire-adapted ecosystems;
- Create and maintain fire adapted communities; and
- Improve the fire resilience of the landscape while protecting other social, economic and ecological values.

Wildland fire is a natural and necessary component of ecosystems across the country. Central Oregon is no exception. Historically, wildland fires have shaped the forests and wildlands valued by property owners and visitors. These landscapes, however, are now significantly altered due to fire prevention efforts, modern suppression activities and a general lack of low intensity fires, resulting in overgrown forests with dense fuels that burn more intensely than in the past. In addition, the recent increase in population has led to a swell in residential development into forested land, adding to the wildland-urban interface.

The 2022 Greater Redmond CWPP will assist the City of Redmond, Redmond Fire and Rescue, residents of Redmond, local, state and federal governments in the identification of lands at risk from high-intensity wildland fire. The Greater Redmond CWPP identifies priorities and strategies for reducing hazardous wildland fuels while improving forest health, supporting local industry and economy and improving fire protection capabilities. It also identifies strategies to address special areas of concern such as evacuation routes as well as outlines actions that individuals can take to

help protect themselves against the threat of wildland fires.

Planning Summary

CWPP Planning Process

Eight steps are outlined to help guide Steering Committees through the planning process:

Step one: Convene the decision makers.

The Greater Redmond CWPP Steering Committee reconvened in March 2022 to review the work completed within the WUI boundaries on public and private lands and reevaluate the priorities for future fuels reduction treatments. The Steering Committee is comprised of representatives from Redmond Fire and Rescue, the Oregon Department of Forestry (ODF), The City of Redmond, the United States Forest Service (USFS), Deschutes County and other stakeholders and members of the public.

Step two: Involve state and federal agencies.

The Healthy Forests Restoration Act (HFRA) directed communities to collaborate with local and state government representatives, in consultation with federal agencies and other interested parties in the development of a CWPP. The Steering Committee recognized the importance of this collaboration and involved not only members from the USFS but ODF and Deschutes County representatives as well. Each agency brought a wealth of information about fuels reduction efforts planned and completed along with educational information based on current research across the nation.

Step three: Engage interested parties.

The Steering Committee included representatives from the Communities at Risk, members of local businesses, road districts, homeowner/neighborhood associations, and other organizations and individuals. The Steering Committee encouraged a collaborative environment for the stakeholders to accomplish the 2017 revision of the Greater Redmond CWPP. Collaboration and coordination between agencies, community members and landowners is the fundamental goal of the Cohesive Strategy

Step four: Establish a community base map.

The Steering Committee reviewed the previous maps and boundaries from the 2017 CWPP. The group approved the 2022 CWPP boundary.

Step five: Develop a community risk assessment.

The Steering Committee relied on the Oregon Wildfire Risk Explorer tool to create an Advanced Report (Appendix A).

Step six: Establish community hazard reduction priorities and recommendations to reduce structural ignitability.

Based on the report, the Steering Committee produced priorities for fuels reduction treatments on

public and private lands. The Steering Committee also made recommendations to reduce structural ignitability based on information in the assessments and local knowledge.

Step seven: Develop an action plan and assessment strategy.

The Steering Committee identified an action plan for key projects; roles and responsibilities for carrying out the purpose of the CWPP; potential funding needs and the evaluation process for the CWPP itself.

Step eight: Finalize the Community Wildfire Protection Plan.

A draft of the Greater Redmond CWPP was available for public comment for 30 days prior to the final signing and approval of the plan. Interested parties provided comments during this period. Redmond Fire and Rescue, Oregon Department of Forestry, The City of Redmond and the Deschutes County Board of Commissioners, mutually approved the Greater Redmond Community Wildfire Protection Plan as demonstrated in the Declaration of Agreement.

Policy Background Related to CWPPs

In 2002, President George W. Bush established the Healthy Forests Initiative (HFI) to improve regulatory processes to ensure more timely decisions, greater efficiency and better results in reducing the risk of high-intensity wildfire. This initiative allowed forest management agencies to expedite the documentation process for the purpose of reducing hazardous fuels on public lands.

In 2003, Congress passed historical bi-partisan legislation: The Healthy Forests Restoration Act (HFRA). This legislation directs federal agencies to collaborate with communities in developing a CWPP that includes the identification and prioritization of areas needing hazardous fuels treatment. It further provides authorities to expedite the National Environmental Protection Act (NEPA) process for fuels reduction projects on federal lands. The act also requires that 50% of funding allocated to fuels projects be used in the community-defined wildland-urban interface. Communities now have the opportunity to participate in determining where federal agencies place their fuels reduction efforts. With a CWPP in place, community groups can apply for federal grants to treat hazardous fuels and address special concerns to reduce the risk of catastrophic loss as a result of wildland fire.

In 2009, Congress passed the Federal Land Assistance, Management, and Enhancement (FLAME) Act and called for a National Cohesive Wildland Fire Management Strategy to address wildland fire-related issues across the nation in a collaborative, cohesive manner. The Cohesive Strategy was finalized in 2014 and represents the evolution of national fire policy and states in part.

To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire.

The primary, national goals identified as necessary to achieving the vision are:

- Resilient landscapes: Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives.
- Fire-Adapted Communities: Human populations and infrastructure can withstand a wildfire without loss of life and property.

- Wildfire response: All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

History of the Greater Redmond CWPP

Since its creation in 2006, the Greater Redmond CWPP has been revised two times in 2011 and 2017 with the intention of decreasing the risks of high-intensity wildfire in the Greater Redmond area. The last revision of the Greater Redmond CWPP was finalized in 2017. Since that time continued efforts have been made by city, county, state and federal land management agencies to reduce the threat of high-intensity wildland fires through education and fuels reduction activities on public lands. In addition, private property owners have responded enthusiastically to the defensible space and preparation guidelines and recommendations to reduce hazardous fuels on their own properties.

In keeping with the strategy of the original Greater Redmond CWPP, the Steering Committee reconvened in 2022 and revisited the planning outline in Preparing a CWPP: [A Handbook for Wildland-Urban Interface Communities](#) (Communities Committee, Society of American Foresters, National Association of Counties, and National Association of State Foresters 2006); and Deschutes County Resolution 2004-093.

The Greater Redmond CWPP Steering Committee includes representatives from Redmond Fire and Rescue, The City of Redmond, ODF, USFS, BLM and Deschutes County along with members of the Greater Redmond area public.

The importance of collaboration with neighboring CWPPs is recognized by the Steering Committee and is referenced throughout this CWPP as documentation of collaborative efforts to maximize hazardous fuels reduction efforts in the area. The Steering Committee agrees that the Greater Redmond CWPP will be a living document, intended to promote fuels reduction, education, and other projects to decrease overall risks of loss from wildland fire; it is intended to be revisited at least annually to address its purpose.

Planning Area Description

Redmond, Oregon is located in central Oregon and is a rapidly growing social, economic and recreational destination in Deschutes County. Deschutes County continues to be the fastest growing county in Oregon, according to [Portland State University](#). In just the past year Deschutes County's population has grown by 2.1%. The combined population of the City of Redmond and that portion of Deschutes County within the Greater Redmond Community Wildfire Protection Plan Boundary are home to 44,019 residents.

US Highway 97, a major transportation route through the state, runs north to south, through the middle of the city of Redmond. US Highway 126 also intersects the city of Redmond, running east and west in the middle of town. As central Oregon grows, more residents and tourists crowd the highway and increase congestion, particularly during the summer months when fire season reaches its peak. As part of the central community, transportation routes are included in the consideration of the WUI boundary due to their critical role as roads and travel corridors that link communities together and serve as evacuation routes.

Historically, the Redmond area included a mix of open stands of western juniper, bitterbrush, sage and grasslands, which were maintained by frequent low to moderate intensity fires. Today, with more development into the wildland urban interface and effective wildland fire suppression, the greater Redmond area is characterized by widespread stands of dense western juniper, bitterbrush, sage, and grasses.

Developed in a classic wildland urban interface environment, the greater Redmond area is also home to abundant wildlife including deer, elk, and many species of birds and fish. Within the planning area there is also a significant amount of public land with developed and dispersed recreation sites, which provide valuable recreation opportunities to both residents and visitors. In the summer months, Deschutes County estimates an additional transient population of up to 20,000 people that visit these areas and the city of Redmond creating a seasonal challenge for those agencies responsible for fire suppression and evacuation.

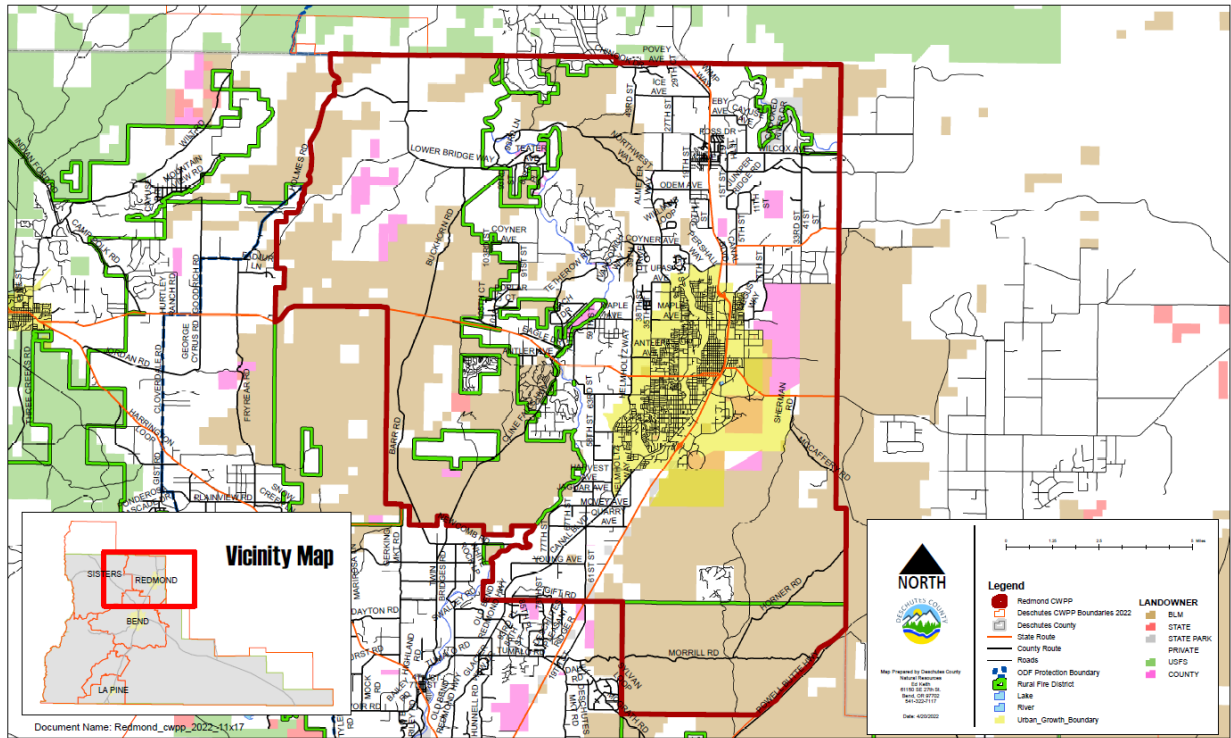
The climate in Redmond is considered semi-arid and typical of the east slopes of the Cascade Mountains, with most of the annual precipitation (8"-12") coming as winter snow and rain in the fall and spring. Summers are dry and prone to frequent thunderstorms with lightning storms producing multiple fire ignitions.

The community of Redmond presents a unique challenge for the wildfire planning process. Although the core urban area is not at significant risk from wildfire due to the amount of development and lack of vegetation, the areas adjacent to the core of Redmond are characterized by dense stands of trees, topographical challenges and thick ground vegetation that contribute to its scenic beauty as well as the overall wildland fire risk. There are extensive areas of hazardous wildland fuels intermixed with homes and businesses across the planning area that in the event of a grass or brush fire, could sustain a wildland fire event with catastrophic losses likely. Redmond is also home to many agricultural areas, which have the capacity to carry significant ground fires.

Community Base Map

The steering committee reviewed the planning area base map and confirmed the boundaries that the Greater Redmond CWPP addresses. This area is shown in the base map below and was also used for the purposes of producing the risk assessment in the Oregon Wildfire Risk Explorer.

Greater Redmond Community Wildfire Protection Plan



Communities at Risk

The Healthy Forest Initiative (HFI) and the Healthy Forests Restoration Act (HFRA) define a “community at risk” from wildland fire as one that:

- is a group of homes and other structures with basic infrastructure and services (such as utilities and collectively maintained transportation routes) in or adjacent to federal land;
- has conditions conducive to large-scale wildland fire; and
- faces a significant threat to human life or property as a result of a wildland fire.

For the purposes of this plan, the lands and associated homes and structures within the planning area boundary of the Greater Redmond CWPP constitute the Community at Risk.

Wildland Urban Interface Definition

The Steering Committee defines the WUI as any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of wildfire. The Steering Committee reviewed and approved the WUI boundaries of the 2022 CWPP. The Greater Redmond CWPP joins the Jefferson CWPP on the north edge, the Greater Bend CWPP borders to the south, the East West Deschutes County CWPP borders the plan to the east and the Greater

Sisters CWPP borders it to the west. For the purposes of this plan, the area considered wildland urban interface (WUI) and the CWPP planning area identified on the above base map are coincident. The Greater Redmond CWPP boundary is approximately 199 square miles or 124,907 acres.

Fuel Hazards and Ecotypes

The majority of the vegetation in the Greater Redmond WUI includes:

- Sagebrush
- Western juniper
- Bitterbrush
- Cheatgrass & noxious weeds



Sagebrush is found throughout the Redmond planning area and is of great concern as ladder fuel intermixed with stands of western juniper trees. Sagebrush is highly susceptible to fire and rarely re-sprouts. Under historic conditions, sagebrush took approximately 20 years to reach pre-burn densities following a wildfire event. Without periodic fire, sagebrush reaches an uncharacteristic old-growth form with increased height, woody stems, and thick accumulations of leaves – all highly flammable. Changes in fire occurrence along

with fire suppression and livestock grazing have contributed to the current condition of sagebrush in the planning area. Introduction of annuals, especially cheat grass, has increased fuel loads so that fire carries easily, increasing the potential for significant and dangerous fire behavior.

Western juniper is the predominant overstory species that occurs across the Redmond area landscape. During its first few decades, western juniper is extremely susceptible to wildfire and spends most of its resources putting down major root systems instead of developing thick bark or other fire resistant characteristics. Prior to settlement of the western United States, juniper was frequently killed by wildfires that moved through the landscape approximately every 30 years. As a result, it grew almost exclusively in rocky areas and outcrops where fire could not burn it. Over the past century, western juniper has established itself outside the rocky outcrops and into much of central Oregon, including the greater Redmond area. Specifically, the increase in its range is attributed to more effective fire suppression which has allowed stands to grow unchecked by fire and past grazing practices of domestic livestock which has decreased the amount of ground vegetation needed to carry a fire.



Bitterbrush occurs throughout the Redmond planning area on all aspects and elevations and is frequently found with sagebrush and western juniper. Fire severely damages bitterbrush, especially if rain is not received shortly after a burn. Bitterbrush is fire dependent, but not fire resistant. It regenerates mostly from seed after a fire and often sprouts from caches of seeds made by rodents. Bitterbrush will sprout after burning regardless of the severity of the burn and matures relatively quickly. Consequently, the Redmond wildland urban interface area is rich with patches of bitterbrush that burn well on their own and provide fire-ready ladder fuels for taller tree stands.



Ladder fuels: Bitterbrush, manzanita, sagebrush and other flammable vegetation that can provide a direct path or "ladder" for fire to travel to trees or structures.

Noxious weeds and cheatgrass are found across the planning area and present yearly challenges for residents, agricultural users and fire suppression agencies. Cheat grass and other noxious weeds typically occur where the ground has been disturbed to create roads, paths, or other plantings. Once established, they return perennially and can reach heights of three feet or more creating an easily ignitable fuel bed once they dry out during summer months. Fires that occur in this type of fuel spread quickly and can direct fire to other fuels such as trees or structures.

Cheatgrass provides a flammable link in the brush and forests vegetation types. It cures early in the fire season and ignites readily during dry periods because of its very fine structure that responds readily to changes in the atmospheric moisture, tendency to accumulate litter and invasive nature. Cheatgrass promotes more frequent fires by increasing the biomass and horizontal continuity of fine fuels that persist during the summer lightning season. Its expansion has dramatically changed fire regimes and plant communities over vast areas of western rangelands by creating an environment where fires are easily ignited, spread rapidly, cover large areas, and occur frequently. Fire in these habitats can have severe effects on native species of plants and animals.





Historic fire seasons occurred between July and September, with the middle to end of August being the period of the most extreme fire conditions. Cheatgrass matures by July, while most native species it replaces mature in late August. With Cheatgrass dominant, wildfires tend to occur earlier in the season, when native perennials are more susceptible to injury by burning. These fires are larger and more uniform, with fewer patches of unburned vegetation remaining within burns. Cheatgrass thrives in grounds that have been

disturbed by activities such as recreation or building. There are many areas within the Redmond CWPP Boundary that have Cheatgrass invading the landscape, in some cases creating ladder fuel adjacent to homes in the WUI. Cheatgrass is recognized as a noxious weed in Deschutes County.

The result of the fuel hazards and forest types in the greater Redmond area is an overgrowth of trees and ladder fuels with an abundance of dead or dying vegetation that contribute to a substantially elevated risk of wildland fires that are difficult to control. These overly dense conditions lead to fire behavior that produces flame lengths over eight feet with crowning and torching that can result in stand replacement severity fires.

Not only have large, stand replacement fires not occurred, but also the more frequent low intensity fires have not been allowed to burn either. This practice of fire exclusion along with insufficient vegetation/fuels reduction has resulted in the buildup of excessive live and dead fuels.

Recent Wildfires

The Greater Redmond community has experienced many large fires in the last 100 years. In 1996 the Smith Rock Fire charred 300 acres and one home. Each year Redmond Fire and Rescue reports dozens of brush fires that reach 20+ acres, as well as many that are less than 100 acres that threaten lives and property. Eagle Crest has had their own experience with fire in past years consuming structures and another burning within the river corridor threatening evacuations. Within the past 5 years additional fires impacting and provoking evacuations included, the Grandview Fire in 2021 burning 5,938 acres and the East Antler Fire prompting evacuations, closing Redmond Airport and scorching 200 acres.

Public & Private Accomplishments

As part of the ongoing wildland fire risk management of the surrounding public and private forestlands, the USFS, the BLM, ODF, Deschutes County and private landowners are engaged in hazardous fuels treatment projects across the planning area. Noting these accomplishments informs the risk assessment and action plan found later in this document.

Federal Lands



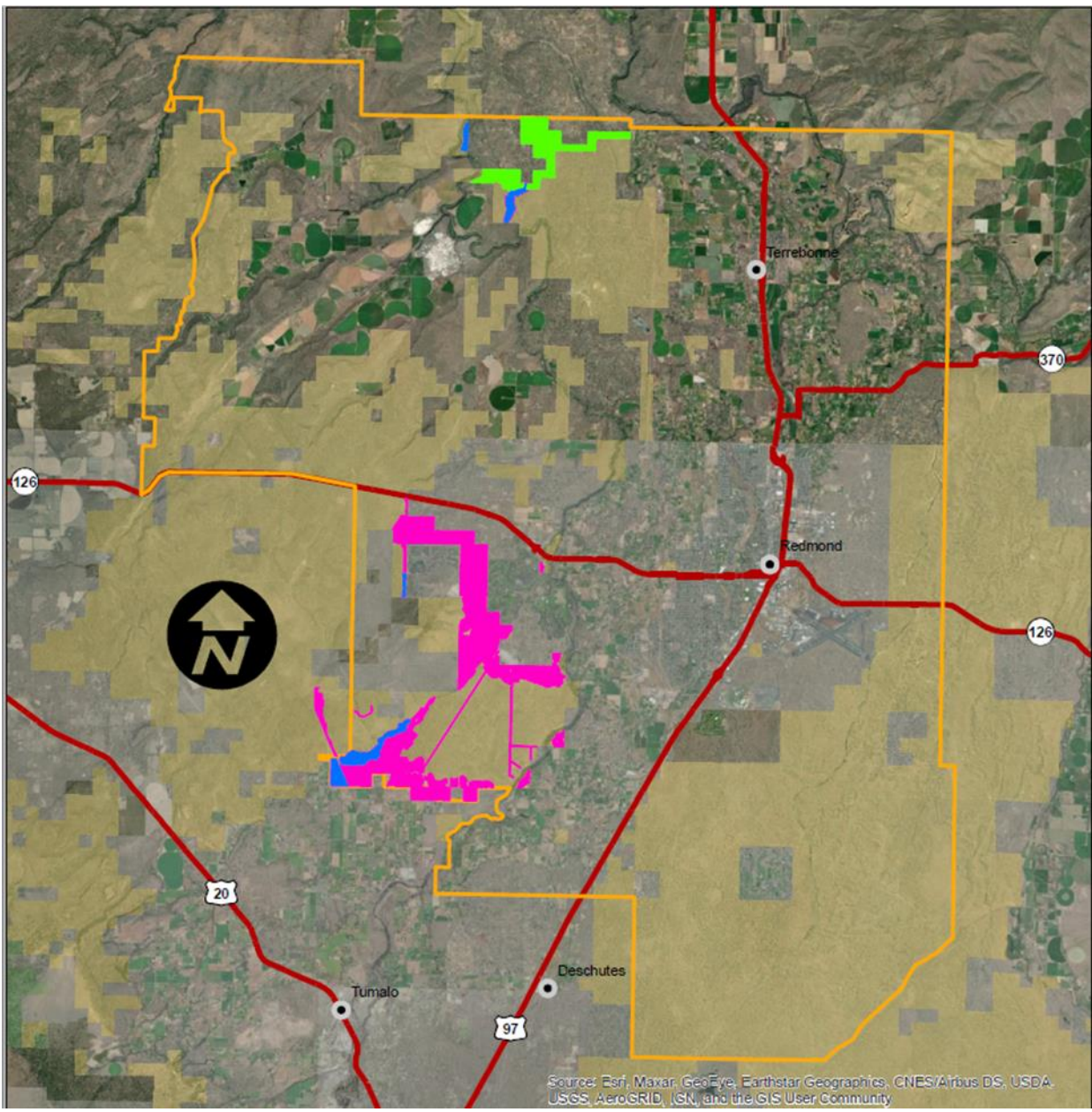
The Bureau of Land Management – Prineville District manages 45,511 acres of public land in the greater Redmond area and continues to pursue increased forest health and reduced potential for high intensity wildland fire.

It is important to note that each project area requires multiple types of fuels reduction activities to achieve the desired result including mechanical shrub mowing, tree thinning, hand piling, and prescribed burning. Therefore, multiple entries are required in order to adequately reduce hazardous fuels and restore forest ecosystem health. The ultimate goal for these projects is to reduce the potential for high intensity fire that can spread to tree crowns, requiring costly suppression efforts and causing large losses on the landscape as well as in and around communities.

Bureau of Land Management

The Bureau of Land Management will be pursuing supplemental funding to aid in implementing fuel reduction projects in the Cline Buttes and Crooked River Ranch areas. Since 2012, 1,740 acres of fuels treatments have been completed including cutting, piling, lop and scatter, and prescribed burning. Of those 1,764 acres, 1,464 were completed prior to 2017 (last CWPP update) and 300 acres which have been completed since 2018 to the present. There is currently an additional 593 acres planned in the Crooked River Ranch area.

Project Area	Prior to last CWPP Update	Since last CWPP Update	Future Planned
All Years/All Treatments	2012-2017	2018-present	2022-Beyond
Cline Buttes	1464	211	593
Crooked River Ranch	0	89	0
Total	1464	300	593



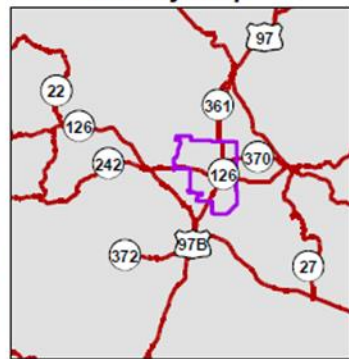
Prineville District BLM

Prineville BLM Fuels Treatments Redmond CWPP

LEGEND

- 2017 or prior: 1464 acres
- 2018- present: 300 acres
- Future Planned: 593 acres
- 2017 or prior (Pink)
- 2018-present (Blue)
- Future (Green)

Vicinity Map



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

Sources: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Oregon Department of Forestry



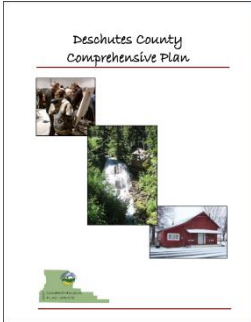
The Oregon Department of Forestry (ODF), Central Oregon District, Prineville-Sisters Unit provides wildland fire protection and technical forestry assistance to private landowners and non-federal agencies. Although the Greater Redmond CWPP does not fall within the ODF Central Oregon Forest Protection District,2 assistance is provided working with partner agencies that have direct responsibility in the area.

Deschutes County



Deschutes County owns approximately 3% of all the privately owned land in the greater Redmond WUI, however in addition to working on County lands, the County works with private landowners to cooperatively address wildfire risk reduction. In 2021, Deschutes County secured grant funding for the Greater Redmond Area from a FEMA Hazard Mitigation Grant. The funding was used to implement projects located at the Ridge at Eagle Crest and on County lands east of Redmond. Once completed these projects will treat approximately 657 acres.

Deschutes County Comprehensive Plan



The Deschutes County Comprehensive Plan is a statement of issues, goals and policies meant to guide the future of land use in the County that covers a 20-year period from 2011-2030. The Plan is intended to recognize the expectations and rights of property owners and the community as a whole. It also provides a blueprint for land use conservation and development. This is accomplished through goals and policies that tell a cohesive story of where and how development should occur and what places should remain undeveloped. The plan has several natural hazard policies that focus on wildfire:

- Coordinate with stakeholders to support forest management projects that contribute to public safety by treating wildland hazardous fuels particularly in the designated Wildland Urban Interface...
- Protect people, property, infrastructure, the economy and the environment from natural hazards.
- Survey and map wildfire hazard at risk areas
- Support forest management practices that reduce severe wildfire hazard areas
- Support local fire protection districts and departments in providing and improving fire protection services.
- Review and revise County Code as needed to:
 - Address wildfire concerns to and from development, through consideration of site location, building construction and design, landscaping, defensible space, fuel management, access and water availability.
 - Require new subdivisions and destination resorts to achieve Firewise Standards from the beginning of the projects and maintain those standards in perpetuity.

Natural Hazard Mitigation Plan

A Natural Hazard Mitigation Plan (NHMP) is the representation of the jurisdiction’s commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. A local government must have a mitigation plan approved in order to receive pre- and post-disaster mitigation grants. Deschutes County last updated the NHMP in 2021. The plan focuses on reducing or alleviating the losses of life, property, and injuries resulting from natural hazards through long and short-term strategies. The plan reduces the risk from natural hazards by identifying resources, information, and strategies for risk reduction. The NHMP is also intended to guide and coordinate mitigation activities throughout the county. Wildfire is County's second highest threat (winter storms is ranked first). The plan identifies the projects and efforts overseen by Project Wildfire, Firewise Communities, and Community Wildfire Protection Plans.

Project Wildfire



Over the last eighteen years, Project Wildfire, in cooperation with the Deschutes County Sheriff’s Office of Emergency Management Program has coordinated evacuation route signage for the Greater Redmond Area. Project Wildfire has also helped property owners find grant funding to reduce hazardous fuels on private lands. Providing home assessments for individuals on how vulnerable a structure will be during a wildfire, then offering recommendations that should be taken so the home will have a better chance to survive a wildfire is a free service Project Wildfire offers. As property owners work on proactive planning in preparation for wildfire, they help achieve Project Wildfire’s mission to prevent deaths, injuries, property loss, and environmental damage resulting from wildfires in Deschutes County.

In partnership with Deschutes County and Republic Services, Project Wildfire plans and implements two FireFree events every year in the spring and the fall. The spring days are completely free for property owners to drop off yard debris at landfills and transfer stations throughout Deschutes County. The public has come to expect these FireFree events and there is a high level of participation each year. The events are an easy and cost-effective way for homeowners to create and maintain their defensible space. In 2021 there was 55,473 cubic yards of debris dropped off.



Land Use Planning for Wildfire Prepared Communities

The Deschutes County Community Development Department (CDD) has coordinated efforts to establish planned communities with wildfire mitigation as a primary objective. In 2017, County staff facilitated the establishment of the Miller Tree Farm cluster development along the City of Bend’s western Urban Growth Boundary. The Tree Farm development incorporates standards from the National Fire Protection Association (NFPA) and Firewise Communities for defensible space, fuel treatments, and construction material guidelines for all new development which occurs onsite. These standards are codified as conditions of approval for the Tree Farm master plan, and ultimately serve as a benchmark for all residential developments which occur in the Wildland Urban Interface moving forward.

Additionally, in 2019 CDD led the adoption of a new zoning district in Deschutes County. The Westside Transect Zone (WTZ) serves as a transitional buffer between the City of Bend's western edge and heavily forested parcels further west. The WTZ is a unique zone in the County and serves as a major piece of compromise legislation between various interests in the region including developers, private property owners, environmental stewardship organizations, and wildfire protection officials. Like the Tree Farm development, the WTZ incorporates National Fire Protection Association (NFPA) and Firewise Communities standards for all new development. All land divisions, which occur in the WTZ, are required to submit Wildfire Mitigation Plans prepared by a professional forester, which outline the specific wildfire risks within the subdivision area, and must include direct strategies for mitigating those risks. Mitigation strategies can include a defensible space program for individual properties, roofing and other fire resistant building material standards, and road access requirements for citizens and firefighting personnel. Measures outlined in individual Wildfire Mitigation Plans are ultimately included as conditions of approval and upheld by designated Homeowners Associations. These plans and designated mitigation actions must be evaluated on a regular basis or at the request of CDD. This ensures that any changes to wildfire risk are adequately captured and factored into new and existing development plans.

Wildfire Mitigation Advisory Committee and New Development Standards

In 2019, Deschutes County was awarded a \$25,000 technical assistance grant from the Department of Land Conservation and Development (DLCD) to evaluate proposals for increasing wildfire mitigation programs across the County. From 2019 through 2020, the County convened a Wildfire Mitigation Advisory Committee (WMAC) to discuss possible Wildfire Mitigation programs that could be implemented at a regional scale. The WMAC consisted of 12 members representing a variety of interests in Deschutes County, including fire protection officials, developers, and private citizens. In April 2020, the WMAC presented a report to the Deschutes County Board of Commissioners reflecting their findings and recommendations concerning the adoption of new fire resistant building standards, possible County-wide defensible space programs for residential development, and updates to the adopted Deschutes County Wildfire Hazard Zone. The fire resistant building standards are based on the Oregon Building Codes Division's (BCD) updated Wildfire Hazard Mitigation standards, also known as ORSC - R327.

Based on the findings in the WMAC report, in late 2020 CDD staff hosted a series of open houses to gather public input on new wildfire mitigation programs and proposals. The open house events were done in conjunction with two public surveys to gather additional input. Ultimately, CDD staff found that a majority of citizen respondents were supportive of additional building or defensible space requirements to reduce wildfire risk in Deschutes County. The results of the public outreach effort were presented to the Deschutes County Board of Commissioners in February 2021 along with a timeline for future steps to further evaluate these issues.

Firewise USA®



Another indication of the commitment of the Greater Redmond residents to wildfire preparedness is the recognition of the multiple communities as Firewise USA® sites. The Firewise USA® program is a national recognition program which highlights communities that have chosen to complete and maintain defensible space; ensure adequate access, water and signage; promote ongoing fire prevention education, and build or retro-fit structures with non-combustible building materials such as siding, decks and roofing. Adequate water availability and access are also required. In 2017, the Greater Redmond CWPP area was the home of 3 sites, in the past 5 years 1 more site was added bringing the total number of Firewise Recognized sites within the planning area to 4.

The Firewise USA program recognizes communities that have demonstrated their commitment to wildfire preparedness. Through these steps, communities throughout Redmond have effectively lowered Redmond's wildfire risk. Partnerships across the Greater Redmond area has fostered collaboration between neighbors, increased awareness and their communities' ability to respond to wildfire. Since the last revision of this plan (2017) Firewise sites within the greater Redmond area have invested \$549,545 in preparing for wildfire. These activities included preparing for evacuations, fuels reduction, improvements in defensible space, and the replacement of flammable landscaping around structures.

As part of the accomplishments made by Firewise Communities, The Ridge at Eagle Crest is one of the county's most active Firewise sites with multiple accomplishments over the recent years.

The Ridge at Eagle Crest; 2017-2022. Annually in the month of May and in conjunction with Deschutes County Project Wildfire, completed a Community focused FireFree effort to enhance Homeowner defensible space. In addition, during this five-year period, the following significant accomplishments have occurred:

- 2017-2019 (Phase II): "Heavy Fuel Reduction" dominated fuels work conducted on 160 of the 230 Common Area acres designated for defensible space treatment under the formal Ridge Community Wildfire Protection Program.
 - 2018-2019/Back-up Generators. In coordination with the Eagle Crest water and waste-water system provider (Oregon Water Utilities), all system water wells (four) and booster pump servicing the Ridge were up-graded with back-up electrical generator capability.
- 2020-2021 (Phase III): Planned transition years moving from Heavy Fuel Reduction to Sustaining Wildfire Abatement forecast for 2022. Each year treated grasses and noxious weeds on ~90 acres in the Commons designated for continuing defensible space treatment.
 - 2020/Evacuation-Access. Sponsored and provided oversight to the installation of an additional Emergency Evacuation-Access gate.
 - 2021/Incident Response Support. Complementing focused grass-brush management in the Commons, prepared a potential Incident Response site in conjunction with wildfire treatment on a designated Common Area.
 - 2021/Evacuation-Access. Amended an existing Ridge at Eagle Crest Owners Association (RECOA)/Bureau of Land Management (BLM) Memorandum of

Understanding (MOU) that provides for conduct of prescribed wildfire protection measures on BLM lands.

- 2022 (Phase IV). Initiated Sustaining Wildfire Abatement: In support of a FEMA Hazard Mitigation Grant Program (HMGP) award to Deschutes County in 2021, pursued a Contract with Deschutes County Project Wildfire to expand fuel reduction coverage on Eagle Crest property. RECOA Community Wildfire Protection jointly planned, implemented, and completed additional fuels reduction wildfire protection treatment on 91 acres (78 previously untreated acres directly adjacent to residential properties and an additional 14 acres on up-slope terrain previously treated).

Fire-Adapted Communities



This CWPP is just a piece of the over-arching framework and goal of Fire Adapted Communities. People and nature are increasingly threatened by fire, despite fire’s natural, beneficial role. At the same time, firefighting costs are escalating and diverting money away from proactive land management. The solution is to make natural areas and communities more fire ready so that we can allow fire to play its natural role at a meaningful scale. The Fire Adapted Communities (FAC) initiative and the FAC Learning Network are helping homeowners, communities and land managers in fire-prone areas prepare for inevitable fires -- to “live with fire” safely. A fire-adapted community acknowledges and takes responsibility for its wildfire risk, and implements appropriate actions at all levels. Actions address resident safety, homes, neighborhoods, businesses and infrastructure, forests, parks, open spaces and other community assets. There is no end point in becoming a fire adapted community. Sustaining, growing and adapting strategies, partnerships and capacity through time are key. Visit www.fireadapted.org for more information. Working toward being more fire adapted by developing a CWPP addresses one of the three prongs outlined in the larger goal of the National Cohesive Wildland Fire Management Strategy.

Fire Protection Capability

In considering the overall risk, the ability to provide a fire protection response must be considered. One structural fire district that provides fire response within the planning area. In addition, wildland fire agencies provide fire response for areas of state and federal protection. When local resources are fully engaged, all agencies can request additional resources through the State of Oregon and request federal resources through the Pacific Northwest Coordination Center.

In addition to this high level of coordination, all structural fire departments and wildland agencies in Central Oregon convene each year for a pre-season meeting to discuss the upcoming wildland fire season. Topics addressed at this meeting include predicted wildland fire activity, lessons learned, weather forecasts and how agencies can/will respond to meet the needs of fire events.

Redmond Fire and Rescue

In 2011, Redmond Fire and Rescue successfully transitioned from a municipal fire department to a fire district. Under the leadership of its five-member elected board of directors, Redmond Fire and Rescue provides fire suppression services within its 150-mile service district and extends Emergency Medical Services (EMS), including Advanced Cardiac Life Support transport, within a 450 square mile service boundary.

The District provides specialized firefighting coverage for Redmond Municipal Airport at Roberts Field. Redmond Fire and Rescue adopted the National Incident Management Systems (NIMS) and all personnel have received training and continue to train in its use.

Redmond Fire and Rescue is a career department that employs one Fire Chief, one Deputy Chief, three Battalion Chiefs, 50 line firefighter/paramedics, one Fire Marshal and one Deputy Fire Marshal, and five administrative staff members. The department also manages a strong student volunteer program with three student volunteers and seven regular volunteers.

Through its four stations, Redmond Fire and Rescue's frontline fleet of firefighting and EMS apparatus including: three structural engines, one interface engine, one ladder truck, one water tender, two light brush engines, one light rescue truck, four ambulances, two hazardous materials response vehicles and trailers, two Aircraft Rescue Fire Fighting (ARFF) engines, two command vehicles and six staff vehicles.

In addition to the firefighting resources, Redmond Fire and Rescue puts a portion of its workforce towards fire prevention. The fire prevention team is comprised of one Fire Marshal and one Deputy Fire Marshal that provides enforcement of local fire codes and ordinances, new construction plan review to ensure there is adequate firefighting apparatus access and adequate water supply, as well as provide public education across the district. This team is responsible for conducting origin and cause investigations to determine the cause of a fire and providing information about the fire so the district can focus on a prevention messages, and code development to prevent those fires in the future.

The district is a party to the Central Oregon Mutual Aid Agreement. In the event of a major fire the district may request assistance from all other fire departments that are signatory to the agreement. In addition to Central Oregon Fire Departments, this includes the US Forest Service, Oregon Department of Forestry, and the BLM. Conversely, when these agencies need assistance and the District has resources available, it assists them. Redmond Fire and Rescue is also a party to Automatic Aid Agreements with Bend Fire and Rescue, Cloverdale Fire District, Crooked River Ranch Fire and Rescue, Jefferson County Fire District No. 1, Crook County Fire District, US Forest Service and ODF. Through a streamlined Computer Aided Dispatch (CAD) center, Redmond Fire and Rescue responds automatically to certain calls in areas up to five miles beyond the fire district.

Local Ordinances provide the district with the control of burning practices. This step alone has contributed positively to the decrease in the amount of fire calls and reduced the threat of wildfire in the greater Redmond area.

Local building codes and fire codes also reduce the catastrophe from wildfires as they allow the district to restrict the use of combustible roofing materials, design new communities with adequate and proper access (ingress/egress) for emergency vehicles as well as adequate water supply and hydrant distribution. These opportunities give firefighters an expedient route to fires and assist residents in safe evacuations.

All of these enforced code and ordinance provisions help reduce the number and severity of fires in the greater Redmond area.

Oregon Department of Forestry

The Prineville-Sisters Unit does not provide direct wildland fire protection within the entire CWPP area. Although the Unit does provide protection to Oregon State Parks including Smith Rock State Park and Cline Falls State Park. The Unit staffs 10 wildland fire engines, one five-person crew and one dozer to respond to wildland fires throughout the fire season. Under mutual aid agreements with federal partners and Redmond Fire and Rescue support is provided during wildland fire emergencies within the area.

The Prineville-Sisters Unit also provides support in fuels mitigation in the CWPP area. This support is provided through technical assistance with development of Firewise communities. Through close partnerships with federal and local agencies the Unit assists in numerous other projects and prevention efforts within the area.

COFMS -USDA Forest Service & BLM

The Bureau of Land Management and Forest Service provides wildland fire protection on federal lands within the Redmond CWPP area. Together, both agencies in partnership, are identified as Central Oregon Fire Management Service (COFMS). COFMS includes the Prineville District-Bureau of Land Management, Ochoco National Forest, Crooked River National Grassland, and the Deschutes National Forest. These four units are managed under a “Service First” interagency fire program, working cooperatively under combined leadership. COFMS Leadership includes an Interagency Fire Management Officer, five Deputy Fire Management Officers, and a Board of Directors including decision makers from both agencies, with BLM Field Managers and Forest Service District Rangers. COFMS has a central dispatching facility in partnership with the Oregon Department of Forestry that serves as a Coordination Center for fire, fuels, and fire aviation operations, as well as safety and training for COFMS.

In total, COFMS/federal agencies include the following resources: 26 engines, six initial attack hand crews, six prevention units, two dozers, two water tenders, one Type 3 helicopter, 35-50 smoke jumpers, two interagency Hotshot Crews (Redmond & Prineville), one Type 2 helicopter with 20 rappellers, one Type 1 helicopter, Central Oregon Dispatch Center (COIDC), Redmond Air Center, an air tanker base, a regional fire cache and required overhead staff positions. During fire season these resources are in high demand and may not always be available. Additionally, Type 1 and/or nationally shared resources, are dispatched and prioritized at a regional/national level through the Northwest Coordination Center (NWCC) and the National Coordination Center (NICC). Anytime an incident grows beyond the capability of the local resources a mutual aid request may be made to ODF as well as submitting resource requests to the [Northwest Coordination Center](#) for additional wildland fire fighting resources from outside the area.

Areas of special concern

Law Enforcement & Evacuations

The City of Redmond Police Department and Deschutes County Sheriff's Office provide police services for the Greater Redmond area. Both entities have responsibility for ensuring the safe and orderly evacuation of the community in the event of a major emergency. A number of resources have been allocated to accomplish this task including public address systems on vehicles; emergency notification via radio and television; emergency notification system; Police and Sheriff's Office staff; Redmond Fire and Rescue staff and community-wide volunteers. The Countywide Emergency Operations Plan and the Deschutes County Sheriff's Office Emergency Services Unit address any other issues relative to a major emergency.

The Deschutes Alert System (DAS) can be used to notify the public with important information during an emergency. DAS can notify land-line telephones as well as those who opt in to the system in up to ten different contact paths including: Voice over Internet Protocol (VoIP) telephones, cellular/mobile phones, texts, email and TTY/TDD devices. In the event of an emergency, Deschutes County officials can identify an affected area and, if necessary, send a message that describes the situation and recommend protective actions property owners should take. The DAS system will automatically call out to all land-line and opt-in contact paths within that geographic area and deliver the message. The system can contact multiple paths and repeat if necessary until the recipient confirms they received the message. If an answering machine or voice mail system picks up the call, an emergency message will be recorded. Property owners can register their phone number at: www.deschutesalerts.org

Oregon State Police assists the law enforcement efforts and cooperates with the Deschutes County Sheriff's Office for protection in the areas near Greater Redmond.

In addition to this high level of coordination, all fire departments and agencies in Central Oregon convene each year for a pre-season meeting to discuss the upcoming wildland fire season. Topics addressed at this meeting include predicted wildland fire activity, weather forecasts and how agencies can and will respond to meet the needs of fire events.

The **American Red Cross** offers a gamut of tools to boost community preparedness such as community presentations on emergency preparedness kits. The Red Cross gives presentations to church groups, HOAs, citizen groups, etc. Red Cross plays a vital role in emergency response during large wildfire events. At any time of day or night, trained Red Cross volunteers respond to the scene of structural or wildland fires and provide food, shelter, and emotional support to those affected.

Critical transportation routes

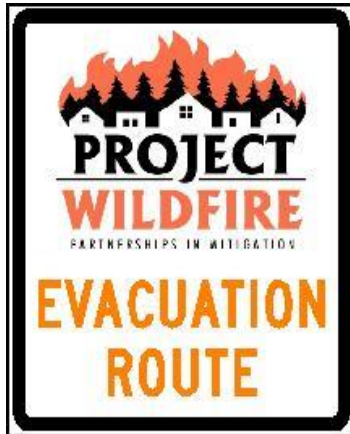
For purposes of the Greater Redmond CWPP, the Steering Committee defines Critical Transportation Routes as:

- all routes necessary for the support of routine flow of commerce to and/or through the Greater Redmond area,
- all routes that could be used for potential evacuation of property owners and visitors from a wildland fire threat to public safety,

- routes needed for emergency ingress and egress to a wildland fire incident, not including unimproved or “two-track” roads,
- in addition, all routes needed to protect and support critical infrastructure (power substations, communication transmission lines, water and fuel storage, public service facilities, recreation facilities, etc.).

With up to 20,000 visitors in Redmond per day during peak summer months and an additional 20,000 people using recreation sites and the transportation corridors around Redmond, critical transportation routes are a prime concern for those agencies responsible for fire suppression and evacuation.

As noted in previous plans, the Steering Committee is concerned with the lack of maintained roads leading in and out of the high risk areas in the WUI. Should an evacuation be necessary, the Steering Committee expressed great concern over the quality of the evacuation routes. Many of the egress routes are dirt roads that contribute to substantial dust and debris clouds as vehicles attempt to use them. During the summer months, after a few cars travel the road, the dust is so dense that it is not safe for vehicles to continue using the road until the dust settles. Lack of maintenance has led to deteriorated road surfaces with large potholes, ruts and washboards that slow evacuation efforts and cause some vehicles to break down, further complicating a mass departure from the area. The current condition of some of the evacuation routes is a life safety issue.



Working with Deschutes County and Project Wildfire, several neighborhoods within the Communities at Risk have taken advantage of a signage program to increase visibility of evacuation route signs along roads. The signs are made from high intensity reflective material and indicate proper exit routes from these neighborhoods.

The Steering Committee underscored the need to continue to identify, develop and protect critical transportation routes as part of this planning process. Ingress/egress issues are included under Recommendations to Reduce Structural Vulnerability. This issue is also highlighted under Action Plan and Implementation.

Burlington Northern Santa Fe (BNSF)

Burlington Northern Santa Fe (BNSF) Owns and operates railroad tracks that bisect the CWPP area running North and South. These tracks have been of concern for wildfire in this and other CWPP areas. BNSF recognizes this concern and has taken steps to help mitigate the potential risk. Currently, BNSF follows industry guidelines on fire prevention and mitigation while performing any hot work. As well as following any RED Flag warnings that pertain to industrial work.

BNSF also has firefighting resources available on an as needed basis. These resources include two 500 gallon water tanks on freightliner trucks equipped with hydrails for being driven up and down the track. A 30k gallon water tank on a train car with a deck gun and pump in Klamath Falls Oregon. A fire train in Wishram, Washington equipped with 45k gallons of water with 3 deck

guns, 3 pumps, and tie sprayers on the caboose. BNSF employees assigned in this area are wildland fire trained every year with the class focused on supporting local fire efforts and communication between resources.

Community Preparedness

A [business resiliency study](#) conducted by FEMA in 2012 presents statistics for small businesses that have been impacted by a natural disaster such as a large wildfire. All of the statistics apply to those businesses that did not have a business continuity plan or an emergency plan:

- 43% of companies never reopened.
- 51% of companies closed within 2 years.
- 80% of companies that do not recover from a disaster within one month are likely to go out of business.
- 75% of companies without a business continuity plan fail within three years of a disaster.
- Companies that aren't able to resume operations within ten days (of a disaster hit) are not likely to survive.
- Of those businesses that experience a disaster and have no emergency plans, 43% never reopen; of those that do reopen, only 29% are still operating two years later.

A large wildfire can have lingering effects that last for months to years and the largest impacts lasting for at least a month. With much of the local economy tied to small local businesses that depend on the local surrounding forest environment, the consequences of a wildfire that closed major recreation and tourism opportunities would be catastrophic. Business resiliency of the local small businesses is a critical piece in creating a more fire-adapted community. Based on a statewide [economic impact study](#) of the spending losses to the travel and tourism industry due to wildfires in 2017, Deschutes County lost an estimated \$16 million. Specific action items for business owners are located in the Action Plan.

The essential infrastructure in the Greater Redmond CWPP area includes utilities, roads, water and sewer systems and has an approximate replacement value of \$275,000 per mile for electrical transmission lines; \$150,000 per mile of electrical distribution lines; and \$2 million per electrical sub-station. Loss to water and sewer systems would be minimal because most are underground or otherwise not flammable.

Also of high importance to property owners and business owners in Greater Redmond is the value placed on scenic beauty and recreational opportunities that exist on private and public lands both within and adjacent to the Greater Redmond CWPP area.

The loss of recreational use by visitors to the area as a result of scenic quality, specifically large “burn over” areas, will have an unknown economic impact not only to the area but to the remainder of Deschutes County and neighboring cities like Redmond and Redmond. If a large wildland fire occurs in this area, the result will be a catastrophic loss to both the developed and dispersed recreational opportunities in the Greater Redmond area.

Structural Vulnerability

Structural vulnerability refers to the defensible space and building materials used on structures. It

also includes the type and amount of fire department access such as the numbers of roads in and out, road widths and signage.

In recent years, many neighborhoods in the greater Redmond area have taken steps to decrease the vulnerability of structures to wildland fire. Although attitudes and behaviors towards fire are changing thanks to educational programs like FireFree and Firewise, the population growth and continued development into the wildland-urban interface present fresh challenges each year. The Steering Committee puts a high value on the importance of making structures and neighborhoods in the Greater Redmond area as fire-safe as possible by reducing structural vulnerability through home hardening and creation of defensible space. Recommendations to reduce structural vulnerability can be found in the prioritized recommendation section.

Recent Legislation

During the 2022 state legislative session, a number of bills were introduced related to wildfire mitigation. On June 26, 2022, Senate Bill (SB) 762 was passed by the Oregon legislature, which has significant impacts on wildfire mitigation efforts across all jurisdictions in Oregon including Deschutes County.

While details are still unknown, SB 762 contains a broad range of regulatory and non-regulatory approaches to address wildfire risk. The bill focuses on the following areas:

- Plans for public electricity utilities to reduce risks associated with wildfire
- Statewide mapping of wildfire risks
- Defensible space standards for new and existing development
- Building code guidelines to reduce risks associated with wildfire
- Programs to support local communities in detecting, preparing for, communicating, or mitigating the environmental and public health impacts of wildfire smoke
- Emergency response and disaster recovery associated with wildfire events
- Programs to reduce wildfire risk through the restoration of landscape resiliency and the reduction of hazardous fuel on public or private forestlands and rangelands and in communities near homes and critical infrastructure
- The creation of an Oregon Conservation Corps Program to reduce wildfire risk to communities and critical infrastructure and to help to create fire-adapted communities
- Requirements for Counties to ensure all lands have a baseline level of fire protection
- Creation of a Wildfire Programs Advisory Council

The steering committee will continue to monitor the impacts of SB762 and update the Greater Redmond CWPP as necessary.

Action Plan and Implementation

The Steering Committee recognizes the Greater Redmond CWPP is a living tool that can be used for multiple outcomes. What follows is an overview of recommendations consistent with each of the three Cohesive Strategy goals, as well as prioritized recommendations and preferred treatment methods for the Greater Redmond CWPP.

Safe and Effective Wildfire Response

Redmond Fire and Rescue, wildland fire agencies and the Community of Greater Redmond are charged to identify and assess opportunities to improve coordinated wildfire response including an assessment of the water resources available for fire suppression in the Greater Redmond CWPP area. The Steering Committee will make recommendations for projects to ensure adequate water resources are available for fire suppression. The benefits of looped lines, fire hydrants, redundant power supplies, protected wells, reservoirs and the surrounding landscape should be considered.

In addition, the Steering Committee will assist in conducting further assessments to determine the evacuation needs and identify potential projects developing new routes and/or improving existing routes.

Improving Fire Protection Capabilities

Oregon Department of Forestry is currently in the planning phase of installing smoke detection cameras in Deschutes County. These cameras are monitored though fire season and aid in effective suppression response by the wildland agency resources by allowing for more accurate reporting on smoke size and location.

The recent addition of the Lower Bridge RFPA will also improve fire capabilities within the planning area. As equipment and training is being acquired by the RFPA, response and effectiveness will continue to improve.

The Steering Committee will continue to encourage federal land managers to work with the Greater Redmond residents to minimize closures of roads that can be used as alternate evacuation routes. The Steering Committee will work with Redmond Fire and Rescue, Redmond Police Department, Greater Redmond residents, Deschutes County, and Oregon Department of Transportation to identify and map existing transportation and evacuation routes.

Fire Adapted Communities

The Steering Committee is charged with the task of engaging community members to review the risk assessment including the overall fire risk in this CWPP (Appendix A) and identify projects that will increase the potential for property owners to survive a high-intensity wildland fire within the Greater Redmond area. Property owners can utilize the information in this document as a resource to improve the fire resistance of their homes on an individual basis.

The intention of the Steering Committee is to engage in continued discussions with landowners to facilitate fuels reduction projects on private lands utilizing the data in Appendix A. These actions can be accomplished through educational activities or grants for specific projects on private lands.

Specific Action Items

- If there are hazardous fuels present, all landowners are urged to mitigate their fuels to create a fire resilient and healthy landscape.
- Given the historical and recent fire occurrence, the crown fire potential is high. Property owners are urged to create and maintain defensible space, reduce ladder fuels and thin where necessary.
- Ensuring the access and evacuation routes are clear of vegetation will ensure access for emergency personnel during large wildfires and/or other emergency incidents.
- Property owners should develop evacuation kits for their families in case of a large wildfire.

The Steering Committee will encourage and assist community groups in seeking funding for fuels reduction, educational, and other projects to decrease overall risks of loss from wildland fire.

One important piece of a Fire Adapted Community is preparing for the recovery process after a wildland fire occurs. There are many resources for property owners who are recovering from a wildland fire that can impact their small business and home. Building community and business resiliency is the key to being fully adapted to fire. Post-fire recovery resources can be found in Appendix C of this document.

Restoring Resilient Landscapes

The intention of the Steering Committee is to engage in continued discussions with the Greater Redmond community and adjacent landowners to implement the CWPP and accomplish hazardous fuels reduction projects in the most expeditious manner possible.

The Steering Committee recognizes the effectiveness and value of maximizing treatment efforts in areas that are adjacent to federal or other private projects and recommends that future projects consider these benefits when selecting areas for treatment.

There are 124,907 acres in the planning area. Significant fuels reduction projects continue to improve the overall health and fire resiliency of the landscape. Achieving a resilient healthy landscape, however, requires multiple entries on treatment sites, over a period of years. For example, thinning and mowing may occur over a 12-24-month project period. The under-burning component of the project may not occur for 3-5 years while the land recovers from the thinning and mowing and produces an adequate shrub content to support prescribed fire.

Therefore, the Steering Committee recognizes that although significant fuels reduction work has been completed, the need continues on the landscape as a whole. The Steering Committee supports the ongoing planning and treatment process on public lands, especially an increase in the use of prescribed fire. There are multiple prescribed fire techniques that land managers may use to best suit the area they are working within. The ultimate goal is to restore low-intensity fire to the local ecosystem, which has been historically dependent on fire for its health.

Treating ground fuels is a critical component of any effort designed to reduce fire threats, and it has added ecological benefits, such as recycling nutrients. Once an area, or unit, has been thinned and the slash has been treated, the site can be broadcast burned. Fire practitioners prepare the area by constructing firelines and/or use natural breaks such as roads or existing trails for containment

lines for the prescribed burn. Where site objectives dictate that standing dead trees and large downed woody material need to be protected, they can be either hand-lined or otherwise excluded from the burn block. Extra protection measures may not be necessary for many cultural or archaeological sites: treating these areas with prescribed fire has the advantage of protecting them from emergency suppression activities during a wildfire. Generally, the target flame length is under four feet, although some sites require a hotter burn to achieve the resource objectives.

As the demands to boost prescribed fire use increase, utilizing as many burn windows, or days when the weather conditions are favorable, will be a critical piece in achieving restoration goals. Burning outside of the historical time frame, however, is more challenging to use prescribed fire and will depend on the availability and preparedness of appropriate resources and weather.

Burn operations usually begin by mid-morning following the break-up of the nighttime temperature inversion and the establishment of the daytime wind pattern. Completion of ignition should be targeted early enough to ensure adequate smoke dispersal prior to the onset of cooler nighttime temperatures.

Extensive public notification is an essential element of the prescribed burn program. The Central Oregon Fire Management Service uses social media, including Twitter where their handle is @CentralORFire and a comprehensive website, [Central Oregon Fire, www.centraloregonfire.org](http://www.centraloregonfire.org), is used to notify local property owners of prescribed burns and wildfire. The website includes news about upcoming prescribed fires, interactive maps of planned fires, information on air quality and what property owners can do to protect themselves from smoke impacts. Residents can also sign up for text alerts by sending the text “COFIRE” to 888777.

Once thinning, slash treatment, and burning has been completed, the treated area constitutes an effective fuel-break for the next several years. Follow-up thinning and maintenance burns must be scheduled as necessary to ensure the treated areas remain free of the risk of catastrophic wildfire. Adequate access must be assured, not only to conduct needed follow-up treatments but also to permit the rapid response of fire suppression forces.

For the Greater Redmond CWPP area, it is not a question of if a wildfire will occur, but when, where, and how much damage will result. Experience with wildfires burning in previously treated areas demonstrates the following:

- Improved public and firefighter safety
- Improved access for firefighters and apparatus
- Increased efficiency when locating and constructing firelines
- Easier detection and suppression of spot fires
- Decreased mop-up time and effort
- Reduced fire intensity, torching, and mortality
- Reduction of loss
- Reduction of smoke emissions

Prioritized Recommendations and Preferred Treatment Methods

With critical needs assessed and priority areas identified through the risk assessment process, the Steering Committee identified the following hazard reduction recommendations to meet the purposes listed on page one of the Greater Redmond CWPP:

- Reduce hazardous fuels on public lands
- Reduce hazardous fuels on private lands
- Reduce structural vulnerability including Ingress/Egress
- Increase education and awareness of the wildfire threat
- Identify, improve and protect critical transportation routes

Hazardous fuels reduction

The overall standard of the Greater Redmond CWPP is to decrease the risk of high-intensity wildland fire behavior by reducing and maintaining fuel loads to that which can produce flame lengths of less than four feet. This enables a safe and effective initial attack. The overall goal is to reduce the potential for crown fires and provide for a healthy, fire resilient landscape that supports the social, economic and ecological values of Greater Redmond area property owners and visitors. The Steering Committee recognizes the effectiveness and value of maximizing treatment efforts in areas that are adjacent to federal or private projects and recommends that future projects consider these benefits when selecting areas for treatment. The following specific standards are recommended for treatments on public and private lands within the Greater Redmond planning area.

Public lands

Public lands are managed by the BLM and occupy 41% of lands in the Greater Redmond planning area. Also, the Oregon Military Department leases 22% of the lands for its Biak Training Center in the Southeast sub region. The Steering Committee includes the training center lands within the WUI boundary and in this section for fuels treatment recommendations.

State owned lands represent only 2.71% of the planning area but include the valuable recreation and scenic areas of Smith Rock State Park and Cline Falls State Park. The state also owns blocks of land in the Northwest and Southwest planning areas. The parks are managed by Oregon State Parks and the blocks of land are managed by the Division of State Lands.

It is the intent of the Steering Committee that the Greater Redmond planning area is subject to expedited measures for hazardous fuels treatment and allocation of funds to protect the communities and neighborhoods as stipulated by the Healthy Forests Restoration Act.

The overall standard for public lands under this CWPP is to decrease the risk of high intensity wildland fire behavior by reducing and maintaining fuel loads to that which can produce flame lengths of less than four feet in the areas within the WUI boundary. This buffer will begin at the edge of private lands (except where other land management practices prohibit it such as riparian or wetland areas) and extend onto the federal lands to the designated WUI boundary. This enables safe and effective initial attack. This standard can be achieved by federal land management

agencies through a variety of treatment methodologies such as thinning, prescribed burning and mechanical treatments. Specific treatments should address fuels issues on a landscape scale rather than acre by acre.

Federal and state land managers are strongly encouraged to work toward the overall standard by reducing and maintaining fuel loads to that which can produce flame lengths of less than four feet in the following areas:

- Within a ¼ mile buffer inside the Greater Redmond WUI. Treatments should begin here and increase in ¼ mile increments until the WUI boundary is reached.
- Within 300 feet of any critical transportation route or ingress/egress that could serve as an escape route from adjacent communities at risk.
- Maintenance of previously treated lands is also a top priority. Treatment and maintenance of previously treated lands before treatment begins again in other places is an important component of keeping communities safe.

In juniper, sage and bitterbrush dominated wildlands, federal land managers are strongly encouraged to utilize mechanical treatments including prescribed fire to reduce fuel loads to that which can produce flame lengths of less than four feet.

The standard can be achieved through a variety of treatment methodologies such as thinning, prescribed burning and mechanical treatments. These treatments shall be consistent with the current Upper Deschutes Resource Management Plan and the Prineville Ranger District, Bureau Land Management (PRD-BLM) Management Plan on the federal lands.

The Steering Committee also encourages federal land managers to work with local landowners to minimize road closures that could be used as alternate evacuation routes from Communities at Risk.

Private and County-owned lands

The majority of the land (57%) in the Greater Redmond planning area is privately owned land and is considered developed, or in rare cases intermixed with development. The County owns < 1% of the land in this planning area. The Steering Committee recommends that County owned lands be treated in the same manner as privately owned lands.

Private land with *or* without structural improvements

Forthcoming SB 762 requirements for defensible space will be finalized by the Oregon State Fire Marshal's Office by January 2023.

Property owners can create and/or maintain defensible space, a fire-resistant buffer that allows for effective first-response firefighting and a significantly reduced risk of the spread of fire by participating in programs like FireFree and Firewise, which promote a variety of fire safe actions to help prevent the spread of fire, to protect individual homes and neighborhoods.

Property owners that live within the city limits of Redmond do have to comply with local building codes and fire codes to reduce the catastrophe from wildfires. These codes allow for the City and Redmond Fire and Rescue to restrict the use of combustible roofing materials, design new communities with adequate and proper access (ingress/egress) for emergency vehicles as well as

adequate water supply and hydrant distribution; address sign specifications and road signs are also managed by Redmond Fire and Rescue. There are also ordinances in effect that allow for the enforcement of vegetation abatement. All of these enforced code and ordinance provisions help reduce the number and severity of fires in the greater Redmond area.

Recommendations to Reduce Structural Vulnerability including Ingress/Egress

There are approximately 17,496 structures spread across this CWPP boundary. The graphic and two tables that follow below summarize recommendations to reduce structural vulnerability. The lists are compiled with tips and suggestions from the FireFree and Firewise programs, which promote homeowner responsibility for reducing fire hazards on their property. More information about these programs can be found at www.firefree.org and www.firewise.org.



Home Safety Checklist for Home Ignition Zones:

Immediate Zone: 0-5'

- Clean roofs, gutters and the area within 5' of the residence of all dead leaves, needles, flammable debris and vegetation
- Move any flammable material away from wall exteriors – mulch, flammable plants, leaves and needles, firewood piles – anything that can burn. Remove anything stored underneath decks or porches.

Intermediate Zone: 5-30'

- Thin out dense groups of trees.
- Remove vegetation under trees and prune trees up to six to ten feet from the ground.

Extended Zone: 30-100'

- Dispose of heavy accumulations of ground debris.
- Remove dead plants and trees.
- Remove small trees growing between or under mature trees.

<u>What are ten steps I can do to prepare my defensible space?</u>	
<input type="checkbox"/>	Define your defensible space – at least 30 feet
<input type="checkbox"/>	Reduce flammable brush around your home and under nearby trees.
<input type="checkbox"/>	Prune or remove trees.
<input type="checkbox"/>	Keep grass and weeds cut low.
<input type="checkbox"/>	Clear wood piles and building materials away from your home.
<input type="checkbox"/>	Keep your yard and roof clean.
<input type="checkbox"/>	Keep address signs visible
<input type="checkbox"/>	Choose fire resistant building materials and lawn furniture.
<input type="checkbox"/>	Recycle yard debris – avoid burning.
<input type="checkbox"/>	Be prepared to respond to wildfire.

<u>What additional steps can I take to reduce risks to my home and neighborhood?</u>	
<input type="checkbox"/>	Remove all branches and limbs that overhang roofs.
<input type="checkbox"/>	Remove leaves & needles from gutters, roofs and decks.
<input type="checkbox"/>	Remove dead plants and brush.
<input type="checkbox"/>	Keep decks free of flammable lawn furniture, toys, doormats, etc
<input type="checkbox"/>	Screen vents and areas under decks with 1/8” metal mesh or fire-resistant siding.
<input type="checkbox"/>	Trim vegetation along driveways a minimum distance of 14’ wide x 14’ high for fire trucks.
<input type="checkbox"/>	Choose fire resistant plants. Visit www.extension.oregonstate.edu/deschutes to view <i>Fire-Resistant Plants for the Home Landscape</i> .
<input type="checkbox"/>	Increase Homeowner education and actions with programs such as FireFree, Firewise, Urban Interface Fire Protection Act.
<input type="checkbox"/>	Re-apply for Firewise USA® recognition annually, if applicable
<input type="checkbox"/>	If you are interested in a free home assessment call Redmond Fire and Rescue or Oregon Department of Forestry
<input type="checkbox"/>	If burning debris outside Redmond City Limits – call the Burn Line at Redmond Fire and Rescue at 541-322-6335 to see if burning is allowed. Do not burn building materials

Education and Awareness of the Wildfire Threat

As stated in the purpose of the Greater Redmond CWPP, four outcomes related to education and awareness for this planning effort are to:

- Instill a sense of personal responsibility for taking preventative actions regarding wildland fire,
- Increase public understanding of living in a fire-adapted ecosystem,
- Increase the community's ability to prepare for, respond to and recover from wildland fires, and
- Increase the community's ability to recover from wildland fires.

With these goals in mind, education and outreach are top priorities for the Greater Redmond CWPP. The rapid influx of new property owners is just one reason the Steering Committee places a high value on the education of Greater Redmond area property owners. Many new property owners and visitors are unfamiliar with wildland fire and have limited experience with issues like defensible space. Property owners and visitors will continue to benefit from clear examples of what a fire resilient forest and community look like as well as easy access to resources that help them take action.

There are several opportunities to enhance educational efforts in the Greater Redmond area. Redmond Fire and Rescue, the BLM, ODF, OSFM, the Central Oregon Fire Prevention Cooperative and Project Wildfire all provide wildland fire preparedness programs through a variety of individual and collaborative efforts. Realty and insurance agencies are identified as partners to help educate and raise awareness for members of the community that may be new to the area. The Steering Committee for the Greater Redmond CWPP is committed to maintaining and enhancing these partnerships.

Property owners are strongly encouraged to learn more about how they can reduce the hazards on their own property. Property owners may also find additional information on how they can reduce hazards and protect themselves at www.firefree.org and www.firewise.org.

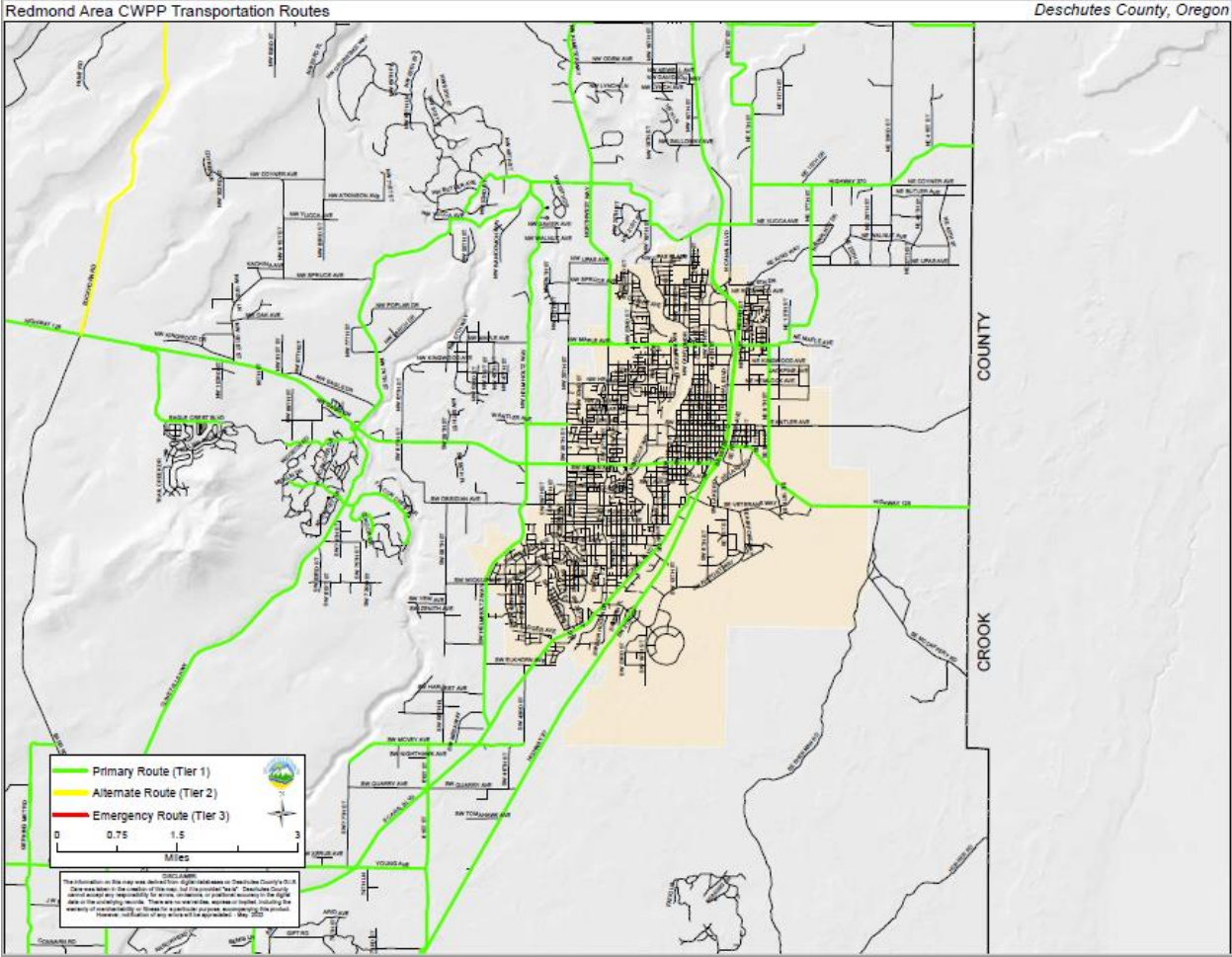
Identify, Improve and Protect Critical Transportation Routes

As noted in the Community Assessment of Risk, the Steering Committee defined Critical Transportation Routes as:

- all routes necessary for the support of routine flow of commerce to and/or through the Greater Redmond area,
- all routes that could be used for potential evacuation of property owners and visitors from a wildland fire threat to public safety,
- routes needed for emergency ingress and egress to a wildland fire incident, not including unimproved or "two-track" roads,
- and, all routes needed to protect and support critical infrastructure (power substations, communication transmission lines, water and fuel storage, public service facilities, recreation facilities, etc.).

The steering committee recognized the need to translate the definition above into a map that

identifies these routes. The Deschutes County Sherriff's office in cooperation with other first responders has begun to develop a map that identifies existing critical transportation routes in the Greater Redmond CWPP area and throughout the County. The map below illustrates these routes as of 2022. The Steering Committee will assist in conducting further assessments to determine the evacuation needs and identify potential projects developing new routes and/or improving existing routes. The Steering Committee will continue to encourage federal land managers to work with the Greater Redmond community to minimize closures of roads that could be considered critical transportation routes.



The figure above shows critical transportation routes identified in the Greater Redmond CWPP area

Evaluation and Monitoring

The Steering Committee faced a complex task in the comprehensive revision of the Greater Redmond Community Wildfire Protection Plan. Implementing and sustaining the efforts outlined in the Action Plan will require a significant time and financial commitment. Building a collaborative and cooperative environment with Redmond Fire and Rescue, , community-based organizations, local government and the public land management agencies has been the first step in reducing the risk of loss from wildland fire. The Steering Committee pledges to maintain this cooperation with the public over the long-term with the commitment of all the parties involved. At a minimum, the Greater Redmond CWPP Steering Committee shall include: representatives from Redmond Fire and Rescue; Oregon Department of Forestry (ODF); the City of Redmond; Bureau of Land Management (BLM) and the US Forest Service (USFS); the Deschutes County Forester; and the Program Director from Project Wildfire, along with members of the public. The Steering Committee agrees that the Greater Redmond Community Wildfire Protection Plan will be a living document, intended to promote fuels reduction, educational, and other projects to decrease overall risks of loss from wildland fire. The Greater Redmond CWPP will be revisited at least annually to address its purpose.

Redmond Fire and Rescue will work with Project Wildfire to convene the Steering Committee as often as the Steering Committee deems necessary to implement and review the Greater Redmond Community Wildfire Protection Plan. Topics for discussion can include:

- Identification and assessment of new or treated risks.
- Evaluation and tracking of progress toward goals.
- Updating of maps.
- Adoption of new and/or revised priorities.
- Identification of specific projects.
- Discussions of grant opportunities and determination of projects eligible for funding.
- Writing of grants.
- Identification of appropriate projects to address additional items as outlined in the Action Plan for Structural Vulnerability, Education and Critical Transportation Routes.
- Coordination of additional items, projects and assessments.

Redmond Fire and Rescue and Project Wildfire will ensure that the evaluation and monitoring activities listed above are addressed by the Steering Committee each year. As members of the Steering Committee change, Project Wildfire will ensure that it maintains a balanced representation of agency and public members, with a continued focus on inviting interested parties to participate in the review and planning process.



Oregon Wildfire Risk Explorer- Advanced Report

06/29/2022 Item #18.

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



Generated: April 20, 2022

Weather and vegetation conditions vary daily and seasonally. For current conditions and local fire restrictions, contact your local fire district or visit: www.keeporegongreen.org/current-conditions

INTRODUCTION

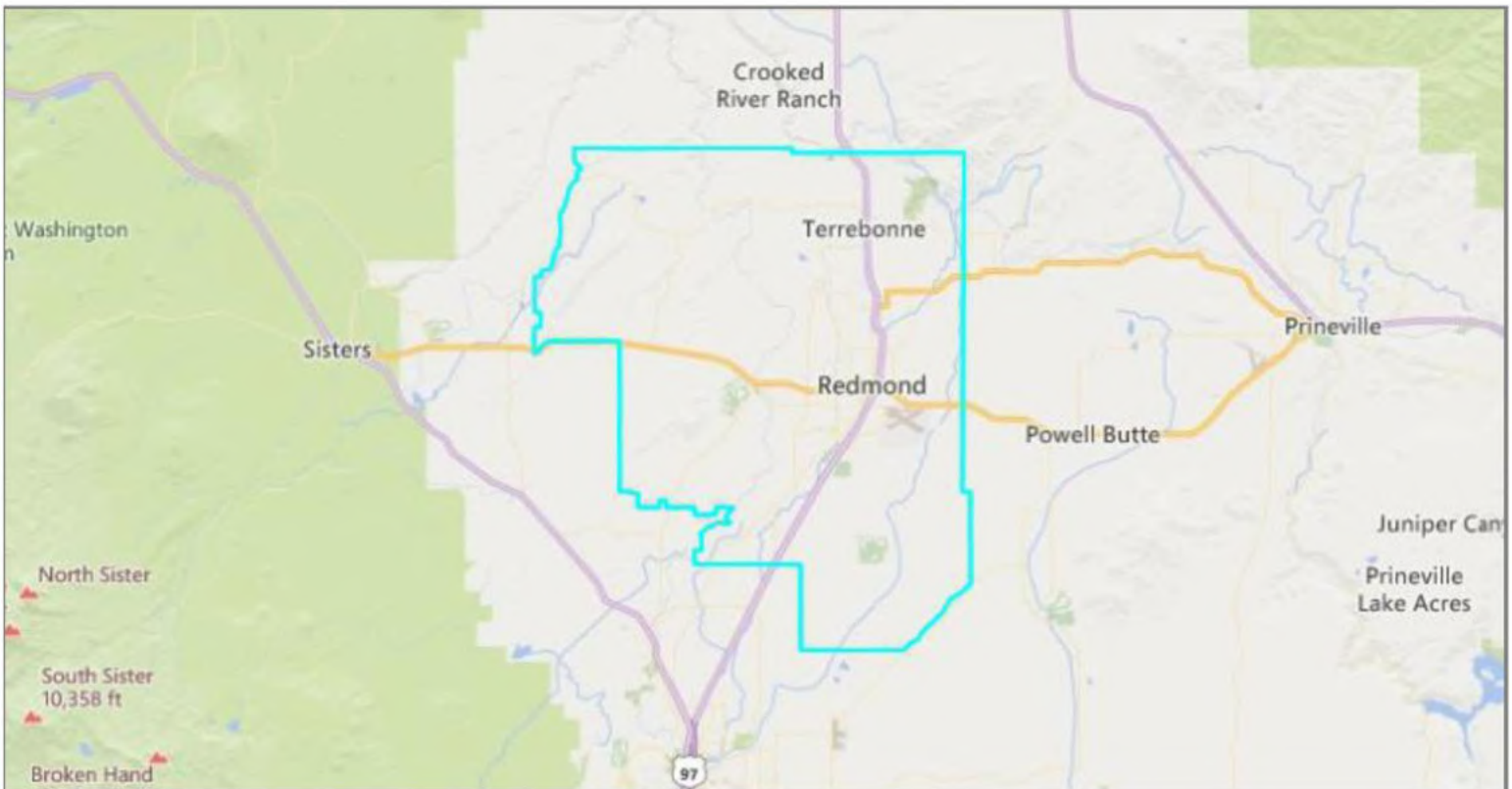
This report summarizes wildfire risk in **Greater Redmond CWPP FINAL** from the [Advanced Oregon Wildfire Risk Explorer map viewer](#) (OWRE). Wildfire risk combines the likelihood of a fire occurring with the exposure and susceptibility of valued resources and assets on the landscape.

Nearly all areas in Oregon experience some level of wildfire risk. Conditions vary widely with local topography, fuels, and local weather, especially local winds. In all areas, under warm, dry, windy, and drought conditions, expect higher likelihood of fire starts, higher fire intensities, more ember activity, a wildfire more difficult to control, and more severe impacts.

Greater Redmond CWPP FINAL in Oregon



Greater Redmond CWPP FINAL Reference Map



REPORT CONTENTS

2	Guidelines	11	Burn Probability	24	Probability of >8ft Flames
3	Concepts	13	Fire Intensity - Flame Lengths	25	Potential Impact to People and Property
4	Land Ownership & Management	15	Overall Impact	26	Potential Impact to Infrastructure
5	Communities	17	Hazard to Potential Structures	27	Potential Impact to Wildlife
6	Fire History - Fire Ignitions	19	Existing Vegetation Type	28	Potential Impact to Forest Vegetation
7	Fire History - Fire Perimeters	21	Risk To Assets	31	Potential Impact to Timber Resources
8	Housing Density - Where People Live	22	Risk To People and Property	32	Fuel Model Groups
9	Overall Wildfire Risk	23	Probability of >4ft Flames		



GUIDELINES

The OWRE Advanced Report provides wildfire risk information for a customized area of interest to support Community Wildfire Protection Plans (CWPPs), Natural Hazard Mitigation Plans (NHMPs), and fuels reduction and restoration treatments in wildfire-prone areas in Oregon. Here are some things you need to know about this information:

The Advanced OWRE map viewer provides **wildfire risk assessment** data primarily from the 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, produced by the US Forest Service with a coalition of local fire managers, planners, and natural resource specialists in both Washington and Oregon. The assessment uses the most current data (incorporating 2017 fires) and state-of-the-art fire modeling techniques, and is the most up-to-date wildfire risk assessment for Oregon. The assessment characterizes risk of large wildfires (>250 acres). Data also comes from the 2013 West Wide Wildfire Risk Assessment, Oregon Department of Forestry (ODF), and other sources.

Wildfire risk is modeled at a landscape scale. The data does not show access for emergency response, home construction materials, characteristics of home ignition zones, or NFPA Firewise USA® principles. For CWPP and NHMP updates you may want to **consider two scales**:



- first, use data from the OWRE to characterize and understand the fire environment and fire history in your area broadly at a landscape scale, focusing on watersheds or counties;
- then, overlay local knowledge, focusing on communities, fire protection capabilities, local planning areas, and defensible space concepts for neighborhoods and homes.

The OWRE Advanced Report will provide the landscape context of the current fire environment and fire history upon which you can build your local plans toward resilience by preparing and mitigating the larger landscape wildfire risk.

The OWRE Advanced Map Viewer and Report will not replace local knowledge of communities you may consider high risk. Continue to use local Fire Department and ODF knowledge to generate CWPP concern areas. OWRE will produce broad scale maps for your CWPP area as a whole, but maps and data will contain some inaccuracies, which are most prevalent at fine scales.

Recommended additional information sources for wildfire planning:

- Oregon Department of Forestry CWPP list - <https://www.oregon.gov/ODF/Fire/Pages/CWPP.aspx>
- Oregon Explorer Communities Reporter - demographic and other data for counties and communities <https://oe.oregonexplorer.info/rural/CommunitiesReporter/>
- Wildland Urban Interface Toolkit - https://www.usfa.fema.gov/wui_toolkit/wui_planning.html
- Wildland Urban Interface Wildfire Mitigation Desk Reference Guide - <https://www.nwccg.gov/sites/default/files/publications/pms051.pdf>
- Oregon Spatial Data Library - <https://spatialdata.oregonexplorer.info/geoportal/>
- NFPA Firewise USA® - teaching people how to adapt to living with wildfire and encouraging neighbors to work together and take action to prevent losses. - <https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>
- Headwaters Economics - Full Community Costs of Wildfire - <https://headwaterseconomics.org/wildfire/homes-risk/full-community-costs-of-wildfire/>

This Advanced Wildfire Risk Report was generated from the Advanced Oregon Wildfire Risk Explorer map viewer at: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning. This site is intended for wildfire professionals and planners. For a basic summary of wildfire risk geared toward a public audience, visit the basic OWRE map viewer: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfire.



WILDFIRE RISK ASSESSMENT CONCEPTS & DATA

The Advanced Oregon Wildfire Risk Explorer (OWRE) map viewer organizes data into folders based on wildfire risk concepts. All OWRE advanced reports will include information about Overall wildfire risk, Burn probability, Flame length, Overall potential impact, Hazard to potential structures, Fire history, Land management, and Estimated housing density. Users can select additional data layers of interest, which will appear after the layers listed above.

Wildfire Risk

Overall wildfire risk takes into account both the likelihood of a wildfire and the exposure and susceptibility of mapped valued resources and assets combined. The dataset considers (1) the likelihood of wildfire >250 acres (likelihood of burning), (2) the susceptibility of resources and assets to wildfire of different intensities, and (3) the likelihood of those intensities. Blank areas either have no currently mapped assets or resources and/or are considered a non-burnable fuel in terms of wildfire. Note that agricultural lands are considered non-burnable in this map, even though fires can occur in these areas and may spread into more typically considered burnable areas such as forested lands. Data layers include: Overall wildfire risk, Wildfire risk to assets, and Wildfire risk to people and property.

Wildfire Threat

Wildfire threat shows the likelihood of a large wildfire, the average intensity and the likelihood of higher intensities, conveyed by flame length. Data layers include: Burn probability, Average flame length, Probability of exceeding 4' flames, and Probability of exceeding 8' flames. Additional data layers that show wildfire threat are found under the Fire History and Active Fires folder, where historical fire starts and historical fire perimeters are located.



Wildfire Potential Impacts

Wildfire potential impacts shows the actual exposure of mapped resources and assets. The data layers do not incorporate the likelihood of burning, they only show the consequence of wildfire if it were to occur. Data layers include: Overall potential impact, Potential impact to people and property, Potential impact to infrastructure, Potential impact to timber resources, Potential impact to wildlife, and Potential impact to forest vegetation. The layers (Potential impact to timber resources, wildlife, and forest vegetation) may be useful when targeting fuels treatment. These layers are influencing the "Benefit" areas in the Overall wildfire risk map - they show areas where there is ecological opportunity to restore historical or desired conditions and/or potentially reduce the risk of catastrophic wildfire with managed fire use or other management. The Potential impact to forest vegetation optional report element is coupled with historical fire regime information to give basic context when comparing historical and current conditions.

Hazard to Potential Structures

Hazard to potential structures depicts the hazard to hypothetical structures in any area if a wildfire were to occur. This differs from Potential Impacts, as those estimates consider only where people and property currently exist. In contrast, this layer maps hazard to hypothetical structures across all directly exposed (burnable), and indirectly exposed (within 150 meters of burnable fuel) areas in Oregon. As with the Potential Impacts layers, the data layer does not take into account wildfire probability, it only shows exposure and susceptibility.

Fire Model Inputs and Fuelscape

These layers are the fuels and topography used to run the fire model in the 2018 Pacific Northwest Quantitative Wildfire Risk Assessment. Data layers include: Fuel models, Fuel model groups, Forest canopy base height, Forest canopy height, Forest canopy cover, Forest canopy bulk density, Slope, Elevation and Aspect. Fuel models and groups characterize local surface vegetation composition relative to carrying fire more precisely than a basic land cover or vegetation maps. Fuel models indicate the type of potential wildfire based on the fuels that will ignite and spread fire. Canopy data layers characterize vegetation structure for fire modeling: base height, cover, and bulk density estimates can show where there may be propensity for ladder fuels (ground vegetation and trees that reach up to tree branches and upper forest canopy), and where contiguous forest canopies have potential for canopy fire. Note that not all of these layers are available to select for use in the OWRE advanced reports, but all of them are available for download and they are described in the metadata. Also note that weather, the third part of the three major elements that determine wildfire occurrence and intensity, is not included in this data distribution - please see the full report to understand the weather parameters used in the assessment.

For more detailed information, please see the full 2018 PNW Quantitative Wildfire Risk Assessment report:

oe.oregonexplorer.info/externalcontent/wildfire/reports/20170428_PNW_Quantitative_Wildfire_Risk_Assessment_Report.pdf



Oregon Wildfire Risk Explorer- Advanced Report

06/29/2022 Item #18.

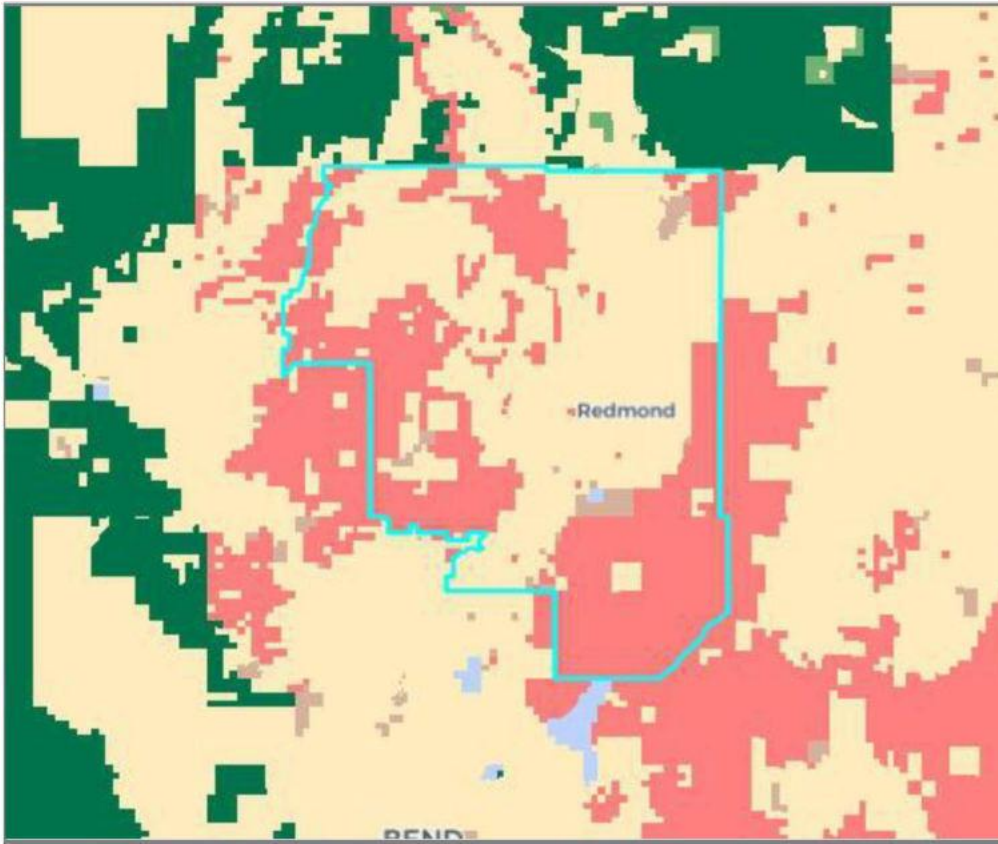
Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



Generated: April 20, 2022

LAND OWNERSHIP AND MANAGEMENT

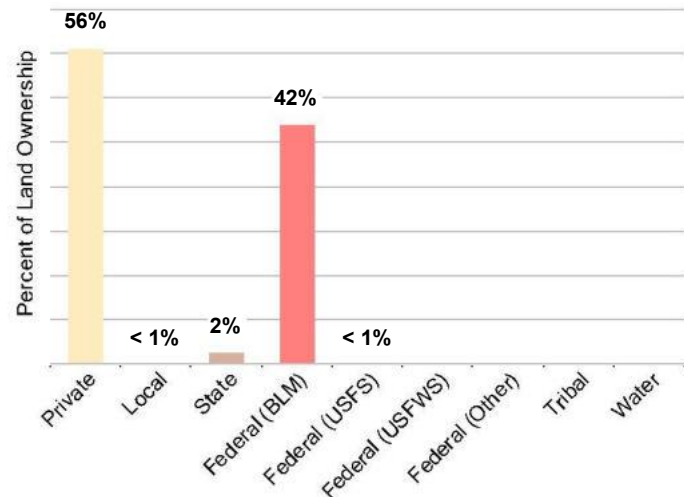


Knowing the land ownership and management in an area is important for hazard planning and awareness when wildfires occur. Oregon has a complete and coordinated wildfire management system between local, private, tribal, state, and federal agencies. These entities participate to fight fire in local areas and throughout the state according to their jurisdictions and protection responsibilities. Different land owners and managers have a variety of highly valued resources and assets to protect. Agencies differ in land use and overall management, including fire management.

The map, table and charts below show the breakdown of ownership types in your area.

Greater Redmond CWPP FINAL

Major Landowner/Manager	Acres
Private	71,330
Local	177
State	2,521
Bureau of Land Management (BLM)	54,164
US Forest Service (USFS)	10
US Fish & Wildlife (USFWS)	0
Other Federal	0
Tribal	0
Water	0



Source: Bureau of Land Management, 2015

* Values may add up to over 100% due to rounding precision



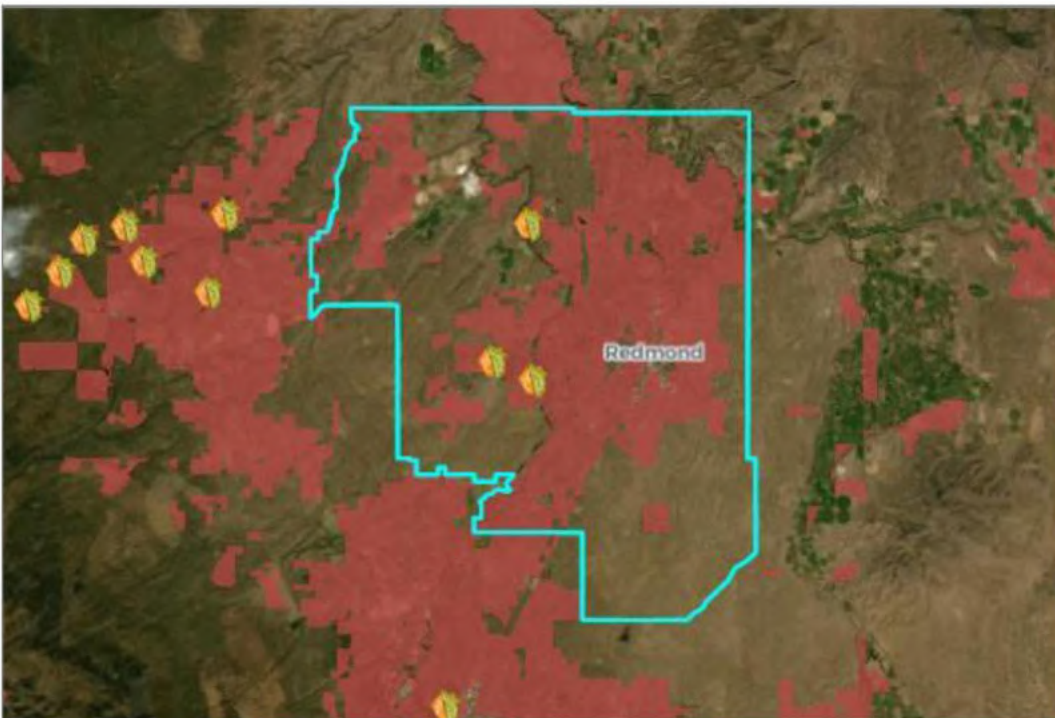
OREGON WUI COMMUNITY HAZARD RATINGS

Counting locally identified communities and neighborhoods, there are up to 6.9 million acres of Wildland Urban Interface (WUI) areas in Oregon. These areas were identified using a base WUI dataset from Radeloff, V.C., et. al, 2017 (published by USFS RDA), which incorporated 2010 census and 2011 land cover data. Locally mapped communities from Community Wildfire Protection Plans (CWPPs) from 2008 through 2013 were associated with the WUI geography. Department of Land Conservation & Development 2017 Oregon Land Use Zoning was also included for recent residential and developed or developing rural growth since the 2010 census. A cross-check was also made with the “100 Communities at Risk” report from the QWRA. Note that this WUI acreage contrasts with the 2.4 million acres from the West Wide Risk Assessment (Where People Live/Wildland Development Areas). The source Radeloff et. al WUI data used census block housing counts and land cover as opposed to WWRA Landscan night lights and housing densities. Acreage is larger in this Oregon WUI due to some rural areas having built environments along roads that spline two or more large census blocks, and we erred on the side of inclusion to add those entire areas to the dataset and not disrupt the original WUI geography. Also very small rural town centers that can potentially be encompassed by catastrophic wildfire, are kept whole in the Oregon WUI dataset.

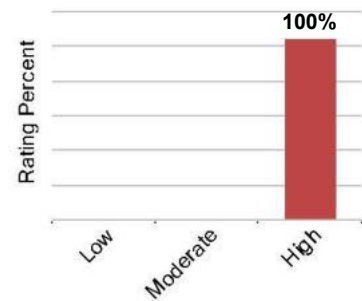
Burn Probability from the QWRA was used to assign a wildfire hazard rating to the built environment and homes in these areas. Hazard levels are based on modeled vegetation, not on building construction materials or ingress/egress issues. For a comprehensive analysis of wildfire risk and understanding of the potential threat of wildfire to your community, view the WUI combined with local fire starts and information in your Community Wildfire Protection Plan. A Community Wildfire Protection Plan (CWPP) is the product of collaboration between local communities and agencies interested in reducing wildfire risk and addressing response in a comprehensive plan. It also allows counties to prioritize and mitigate high risk areas, enhance safety and better protect themselves and their forested landscapes from wildfire.

Even in areas where risk is high, defensible space and Firewise USA® principles can be incredibly useful in minimizing the risk to homes in the Wildland Urban Interface.

Greater Redmond CWPP FINAL



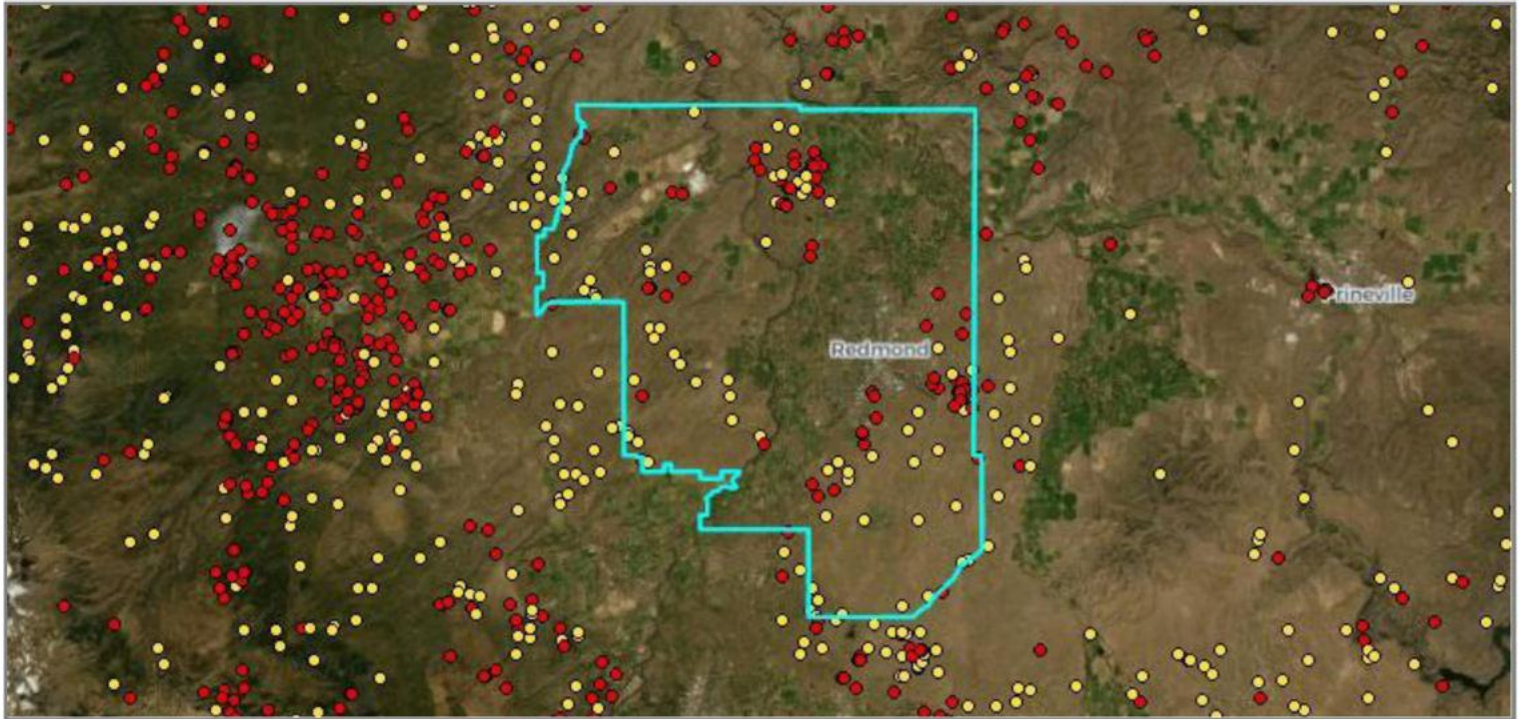
WUI Hazard Area Acres in Greater Redmond CWPP FINAL



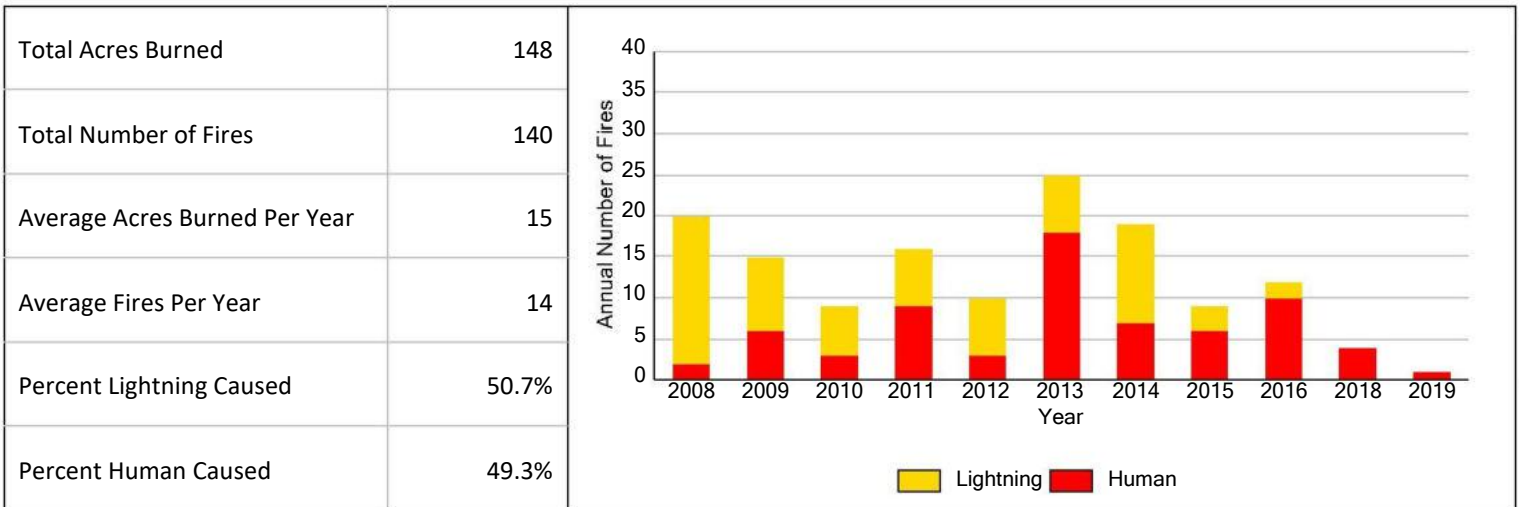
Rating	Acres
Low	0
Moderate	0
High	57,590
Firewise Site	



FIRE HISTORY - FIRE IGNITIONS



Greater Redmond CWPP FINAL fire starts between 2008-2019



Knowing where and why fires start is the first step in awareness, prevention, and mitigation. Viewing local fire starts in conjunction with burn probability (provided later in this report) provides a comprehensive view of local fire history and potential.

Statewide, 71% of fires recorded by ODF are human-caused, and many of these fires are near populated areas. Lightning caused fires make up only 29% of fire starts, but tend to burn more acres as they are often located in remote areas.

The map, table and charts on this page show the cumulative number fire starts in your area.

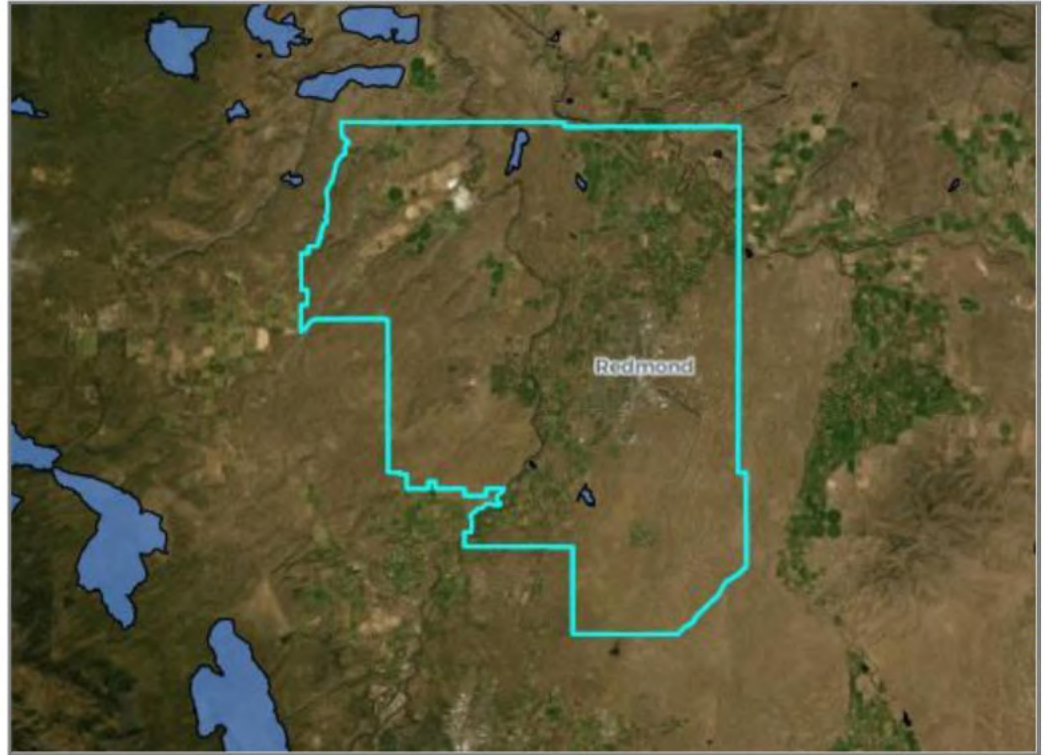
Source: Short, K. and Oregon Department of Forestry, 2019



FIRE HISTORY - FIRE PERIMETERS

Although most wildfires in Oregon are human-caused and suppressed quickly while small, Oregon has experienced many large wildfires. The map and table below show the footprints of fires that have occurred in your area since 2000.

 Perimeter



Wildfires in Greater Redmond CWPP FINAL

Wildfire Name	Year	Acres Burned
JAGUAR 0514 RS	2018	10
MM 144	2011	55
CROOKED	2007	304
BRAND	2005	98
SMITH	2005	16

Source: National Interagency Fire Center: <https://www.nifc.gov/>

For more information about previous large wildfires, see: National Interagency Fire Center https://www.nifc.gov/fireInfo/fireInfo_main.html

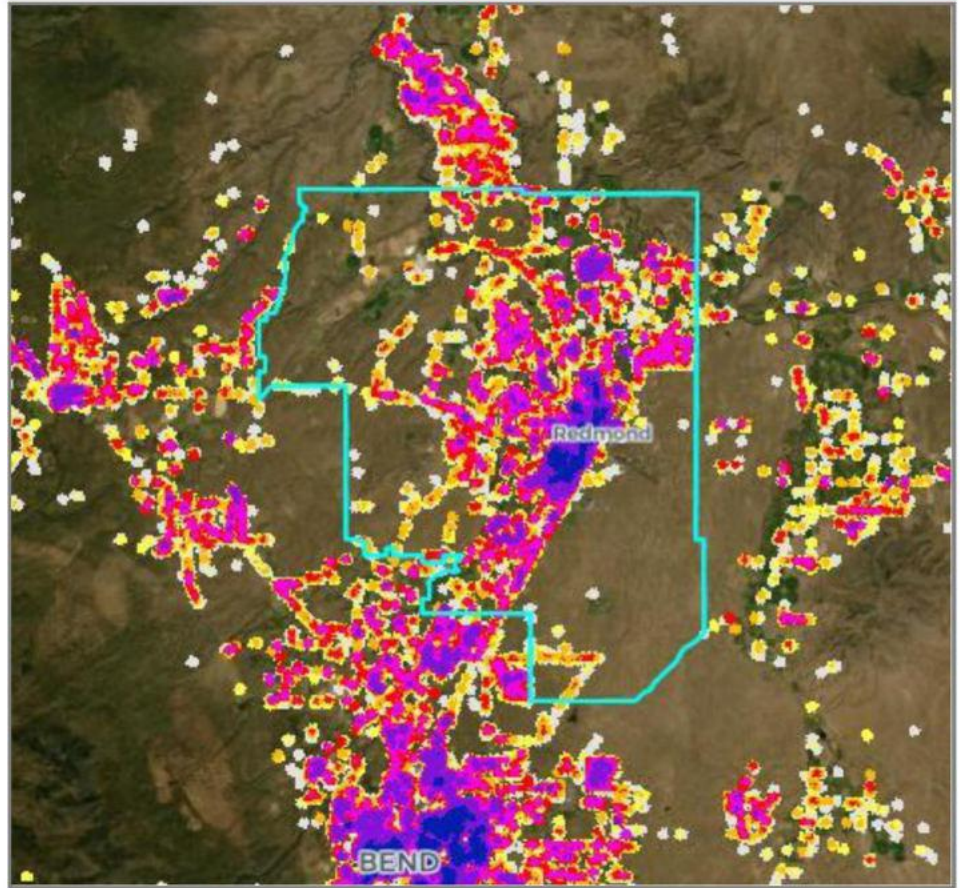


HOUSING DENSITY - WHERE PEOPLE LIVE

Areas where people live are a primary concern when assessing wildfire risk. Especially critical is the Wildland Urban Interface (WUI) - areas where houses and other development meet or mix with undeveloped natural areas, with a close proximity of houses and infrastructure to flammable wildland vegetation.

In the U.S., the number of homes in the WUI increased by 13.4 million since 1990. This expansion of the WUI poses particular challenges for wildfire management, creating more structures and populations at risk in environments where firefighting is often difficult. In Oregon, nearly 2.4 million acres are considered WUI areas, about 3.8% of the state. Of the nearly 1.7 million homes in Oregon, over 603,000, or 36%, are in the WUI.

The map and table on this page shows the location and density of where people live in your area.



Greater Redmond CWPP FINAL housing density

Category	Acres	%*
<1 house per 40 acres	6,138	5
1 per 40 acres to 1 per 20 acres	5,709	4
1 per 20 acres to 1 per 10 acres	8,827	7
1 per 10 acres to 1 per 5 acres	8,294	6
1 per 5 acres to 1 per 2 acres	8,696	7
1 per 2 acres to 3 per acres	5,309	4
> 3 per acres	1,366	1

Source: 2013 West Wide Wildfire Risk Assessment, ODF

* Values may add up to over 100% due to rounding precision

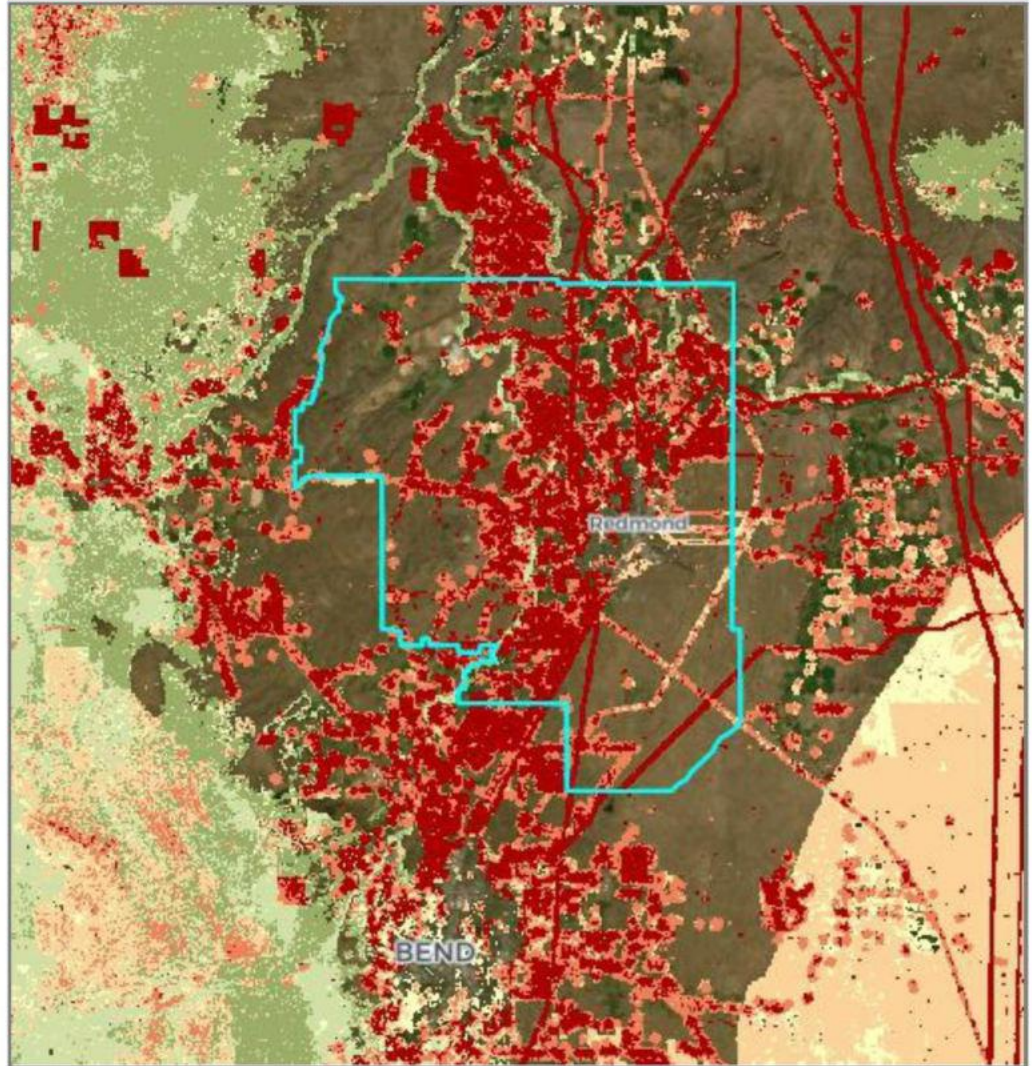


OVERALL WILDFIRE RISK

Overall wildfire risk combines both the likelihood of a wildfire and the expected impacts of a wildfire on highly valued resources and assets. (See other sections for more information on Burn probability and Overall potential impact.) Overall wildfire risk also reflects the susceptibility of resources and assets to wildfire of different intensities, and the likelihood of those intensities.

Mapped resources and assets include critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat.

The data values in the overall wildfire risk map and chart reflect a range of impacts from a very high negative value, where wildfire is detrimental to one or more resources or assets, to positive, where wildfire has an overall benefit (e.g., forest health or wildlife habitat).



Overall wildfire risk: Legend

	Very High	Wildfire risk is very highly negative (top 5% of values).
	High	Wildfire risk is highly negative (80th to 95th percentile).
	Moderate	Wildfire risk is moderately negative (50th to 80th percentile).
	Low	Wildfire risk is slightly negative(29th to 50th percentile).
	Low Benefit	Wildfire is slightly beneficial (14.5 to 29th percentile).
	Benefit	Wildfire is beneficial overall (0-14.5th percentile).
	Non-burnable	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable (urban, agriculture, etc).



Oregon Wildfire Risk Explorer- Advanced Report

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



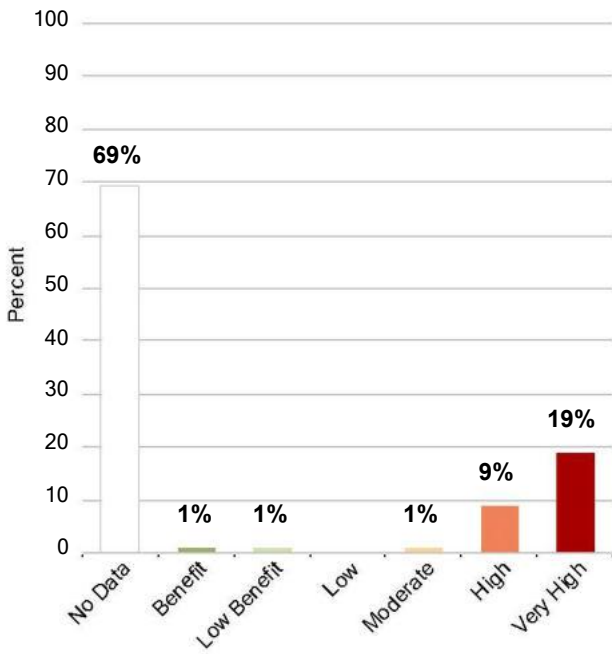
Generated: April 20, 2022

This page contains additional information about overall wildfire risk, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Overall wildfire risk in Greater Redmond CWPP FINAL: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	24,848	17,468	18	515	6,847	0	0	0	0
High	11,361	6,590	4	125	4,642	0	0	0	0
Moderate	1,608	1,043	3	24	538	0	0	0	0
Low	158	112	0	2	44	0	0	0	0
Low Benefit	775	560	2	42	171	0	0	0	0
Benefit	877	507	1	178	191	0	0	0	0
No Data	88,572	45,062	144	1,629	41,725	12	0	0	0
Total Area	128,199	71,342	172	2,515	54,158	12	0	0	0

Overall wildfire risk in Greater Redmond CWPP FINAL *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

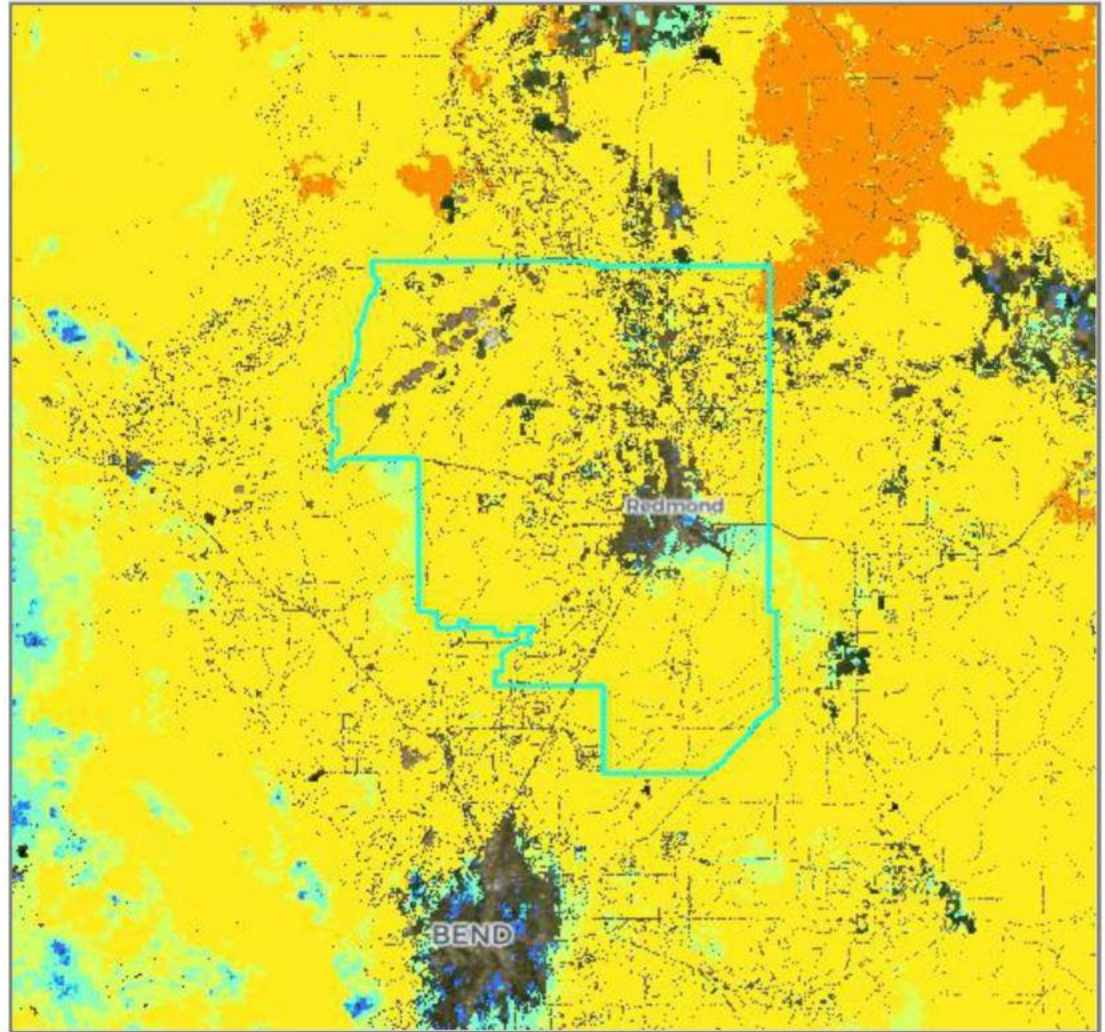
Overall wildfire risk in Greater Redmond CWPP FINAL: sub-watershed summary map. Overall wildfire risk is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



BURN PROBABILITY

Burn probability shows the annual likelihood of a wildfire greater than 250 acres in size occurring, considering weather, topography, fire history, and fuels (vegetation). This estimate includes fire history from 1992 through recently disturbed fuels from large Oregon wildfires in notable years 2013, 2014, 2015, and 2017.

Only large wildfires over 250 acres in size are included because they are the most influential on the landscape and they can be simulated using computer software. Most fire occurrences are less than 250 acres (see fire history section). Although these smaller fires have a low impact on the broader landscape, they can have significant local impacts, especially in areas with human activity and infrastructure.



Burn probability	
Very High	Greater than 1 in 50 chance of a wildfire >250 acres in a single year (>96th percentile).
High-Very High High	Between 1 in 500 and 1 in 50 chance of a wildfire >250 acres in a single year (29th to 96th percentile).
Moderate-High Moderate	Between 1 in 5,000 and 1 in 500 chance of a wildfire >250 acres in a single year (11th to 29th percentile).
Low-Moderate Low	Less than approximately 1 in 5,000 chance of a wildfire >250 acres in a single year (up to the 11th percentile).
Non-burnable	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.



Oregon Wildfire Risk Explorer- Advanced Report

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



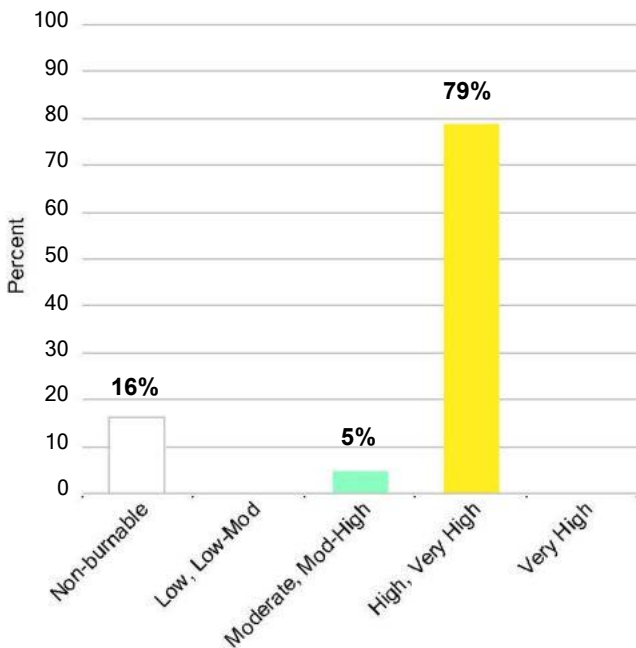
Generated: April 20, 2022

This page contains additional information about burn probability, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Burn probability in Greater Redmond CWPP FINAL: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	0	0	0	0	0	0	0	0	0
High, Very High	100,673	48,297	107	2,085	50,172	12	0	0	0
Moderate, Mod-High	6,278	4,192	48	191	1,847	0	0	0	0
Low, Low-Mod	378	373	0	0	5	0	0	0	0
Non-Burnable	20,871	18,480	17	237	2,137	0	0	0	0
Total Area.	128,200	71,342	172	2,513	54,161	12	0	0	0

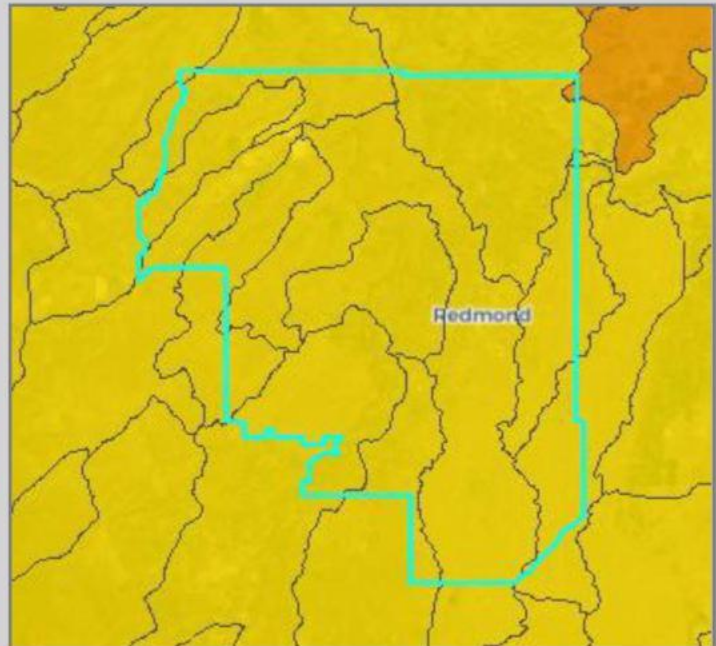
Burn probability in Greater Redmond CWPP FINAL *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Burn probability in Greater Redmond CWPP FINAL: sub-watershed summary map. Burn probability is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



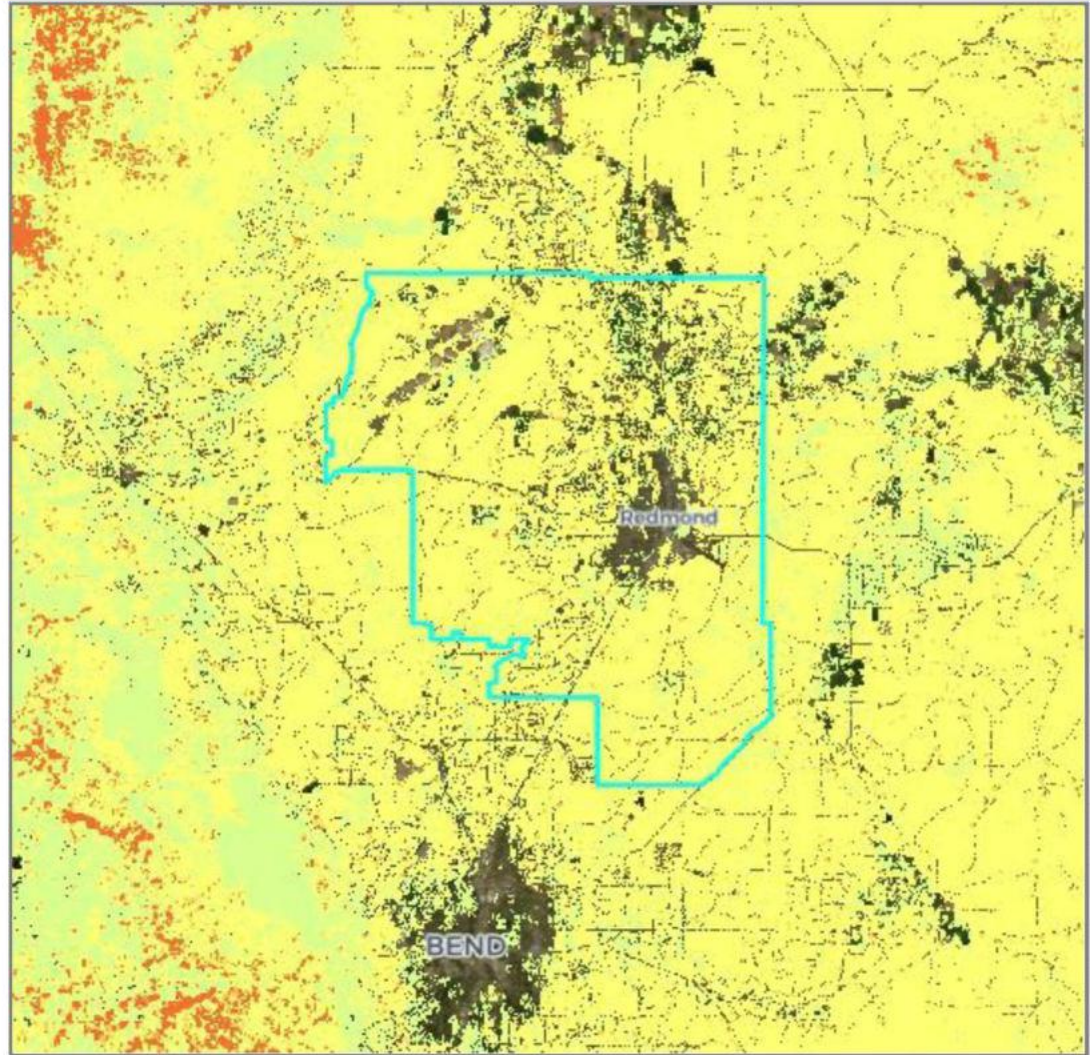


FIRE INTENSITY - FLAME LENGTHS






Flame length is an indication of fire intensity, which is a primary factor to consider for gauging potential impacts to values at risk and for firefighter safety. It can also guide mitigation work to reduce the potential for catastrophic fires by reducing fire intensity and flame length.

Under normal weather conditions average flame lengths within your area are shown, and the associated table describes the expected fire behavior in each average flame length category.

Conditions vary widely with local topography, fuels, and local weather, especially local winds. In all areas, under warm, dry, windy, and drought conditions, expect higher likelihood of fire starts, higher fire intensities, more ember activity, a wildfire more difficult to control, and more severe impacts.



Average fire intensity - flame lengths under normal weather conditions

	> 11 foot	Fires may exhibit greater than 11-foot average flames with major fire movement, tree crowning, longer-range spotting and ember travel.
	8-11 foot	Fires may exhibit 8-11 foot average flames with tree torching and increased ember travel.
	4-8 foot	Fires may exhibit 4-8 foot average flames, and embers may travel moderate distances.
	4 foot	Fires may exhibit 4 foot average flames.
	Non-burnable	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.



Oregon Wildfire Risk Explorer- Advanced Report

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



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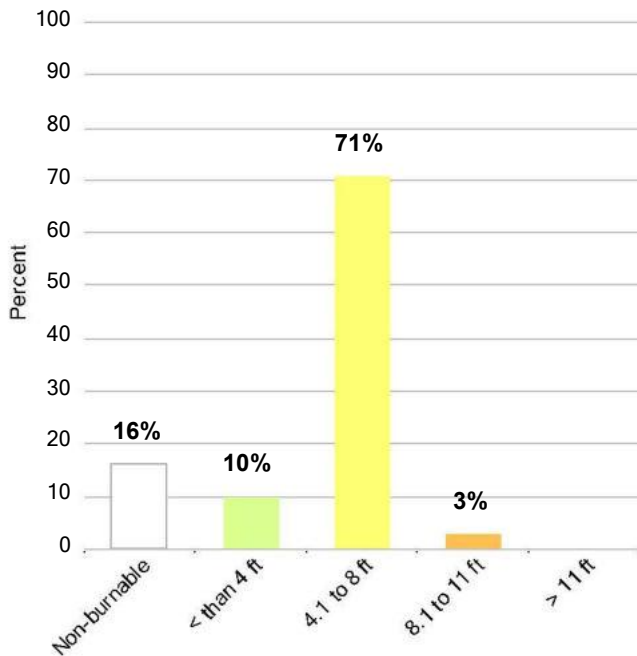
This page contains additional information about fire intensity, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Greater Redmond CWPP FINAL average fire intensity - flame lengths estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
> 11 ft	349	268	0	1	78	2	0	0	0
8 - 11 ft	3,325	1,990	0	68	1,267	0	0	0	0
4 - 8 ft	90,892	40,631	26	1,982	48,243	10	0	0	0
> 0 - 4 ft	12,762	9,974	128	224	2,436	0	0	0	0
Non-burnable	20,871	18,480	17	237	2,137	0	0	0	0
Total Area	128,199	71,343	171	2,512	54,161	12	0	0	0

Fire intensity - flame length in Greater Redmond CWPP FINAL

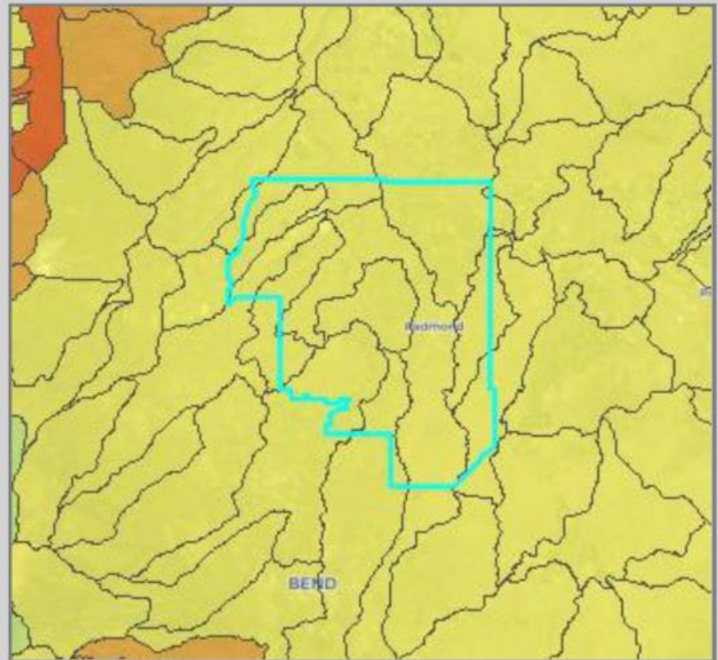
*



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Fire intensity in Greater Redmond CWPP FINAL: sub-watershed summary map. Fire intensity is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



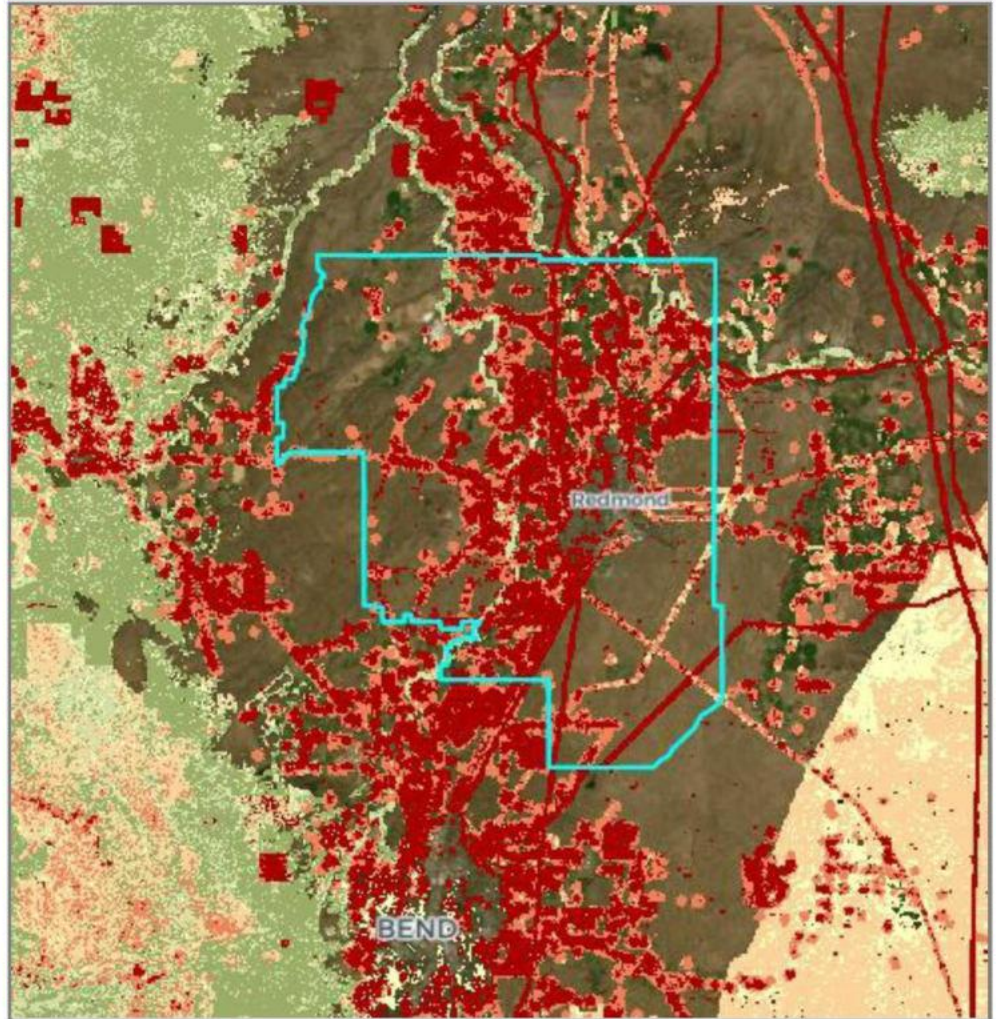


OVERALL POTENTIAL IMPACT

Overall potential impact represents the exposure or consequence of wildfire on all mapped highly valued assets and resources combined, including critical infrastructure, developed recreation, housing density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and selected terrestrial and aquatic wildlife habitat.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative consequence, where wildfire is detrimental (e.g., high exposure to structures, infrastructure, or sensitive habitat), to a positive impact of wildfire, where wildfire will produce an overall benefit (e.g., improving forest health or wildlife habitat).



Overall potential impact (if a wildfire were to occur)	
Very High	Overall potential impact is very highly negative (top 5% of values).
High	Overall potential impact is highly negative (80-95th percentile).
Moderate	Overall potential impact is moderately negative (50-80th percentile).
Low	Overall potential impact is slightly negative (30-50th percentile).
Low Benefit	Overall potential impact is slightly beneficial at low flame lengths (15-30th percentile).
Benefit	Overall potential impact is slightly beneficial, with a cumulative positive impact of fire (0-15th percentile).
No Data (blank)	There are no highly valued resources or assets mapped in the area or it is non-burnable (urban, agriculture, barren, etc).



Oregon Wildfire Risk Explorer- Advanced Report

06/29/2022 Item #18.

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



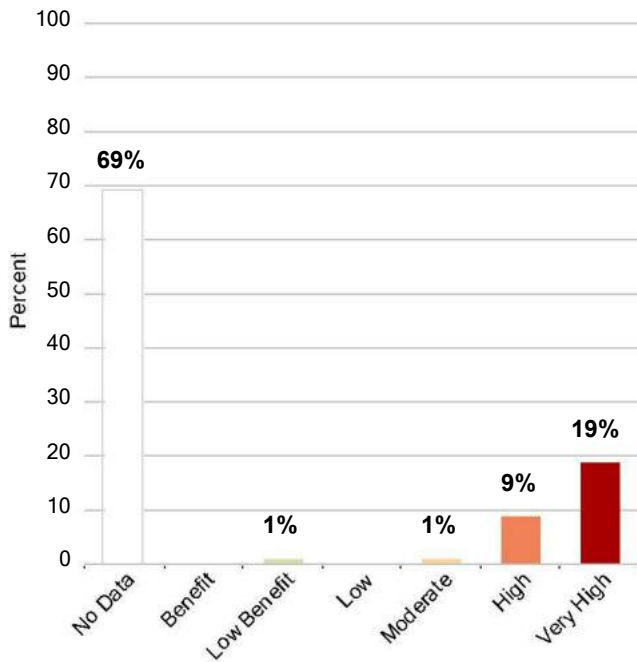
Generated: April 20, 2022

This page contains additional information about overall potential impact, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Greater Redmond CWPP FINAL overall potential impact estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	24,582	17,370	20	524	6,668	0	0	0	0
High	11,801	6,886	2	107	4,806	0	0	0	0
Moderate	1,393	844	2	25	522	0	0	0	0
Low	191	110	0	8	73	0	0	0	0
Low Benefit	1,254	819	1	152	282	0	0	0	0
Benefit	405	252	2	68	83	0	0	0	0
No Data	88,572	45,062	144	1,629	41,725	12	0	0	0
Total Area	128,198	71,343	171	2,513	54,159	12	0	0	0

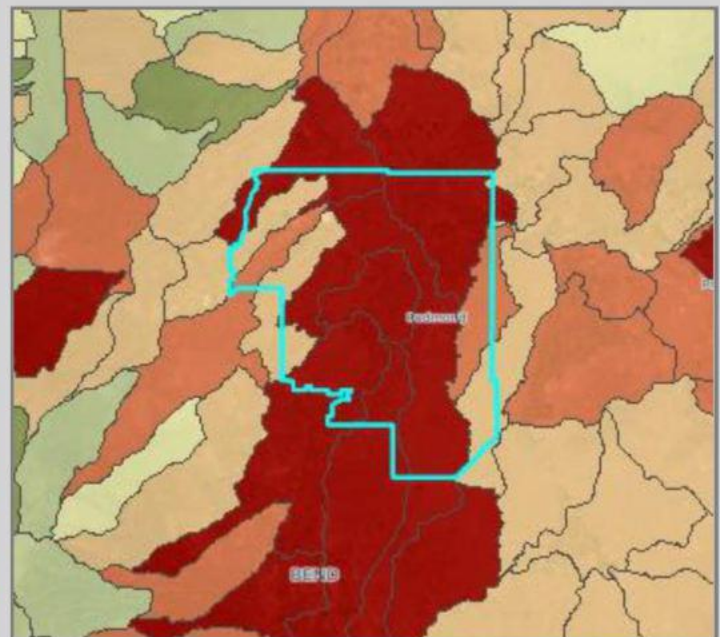
Overall potential impact in Greater Redmond CWPP FINAL *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Overall potential impact in Greater Redmond CWPP FINAL: sub-watershed summary map. Overall potential impact is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



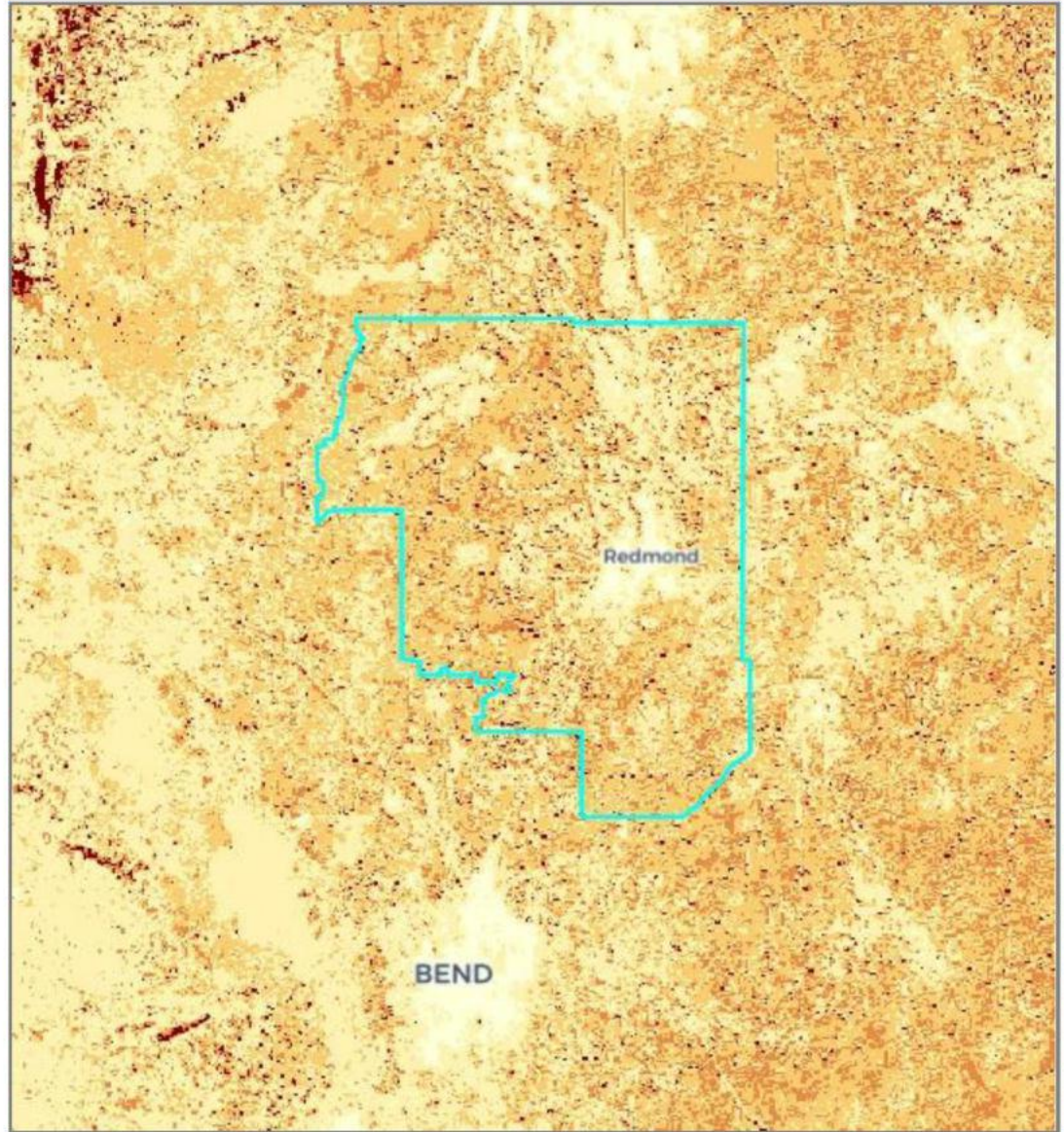


HAZARD TO POTENTIAL STRUCTURES

Hazard to potential structures depicts the hazard to a hypothetical structure (not necessarily an existing structure) if a wildfire were to occur. Hazard to potential structures differs from overall estimates of wildfire impact or risk, as those estimates only consider where existing structures are currently located.

Community planners can use this information when planning development outside of existing developed, urban or WUI areas. This data provides model-based consideration of wildfire hazard when developing Fire Adapted Communities in Oregon.

As with the other data layers, this layer characterizes the fire environment only and does not consider other important factors in determining structural fire risk such as building construction materials and vegetation within close proximity of a structure.



Hazard to potential structures	
Very High	Potential hazard is very high (top 5 percent).
High	Potential hazard is high (80th to 95th percentile).
Moderate	Potential hazard is moderate (50th to 80th percentile).
Low	Potential hazard is low (up to the 50th percentile).
Non-Burnable	Fuel in the area is largely non-burnable or very sparse.



Oregon Wildfire Risk Explorer- Advanced Report

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



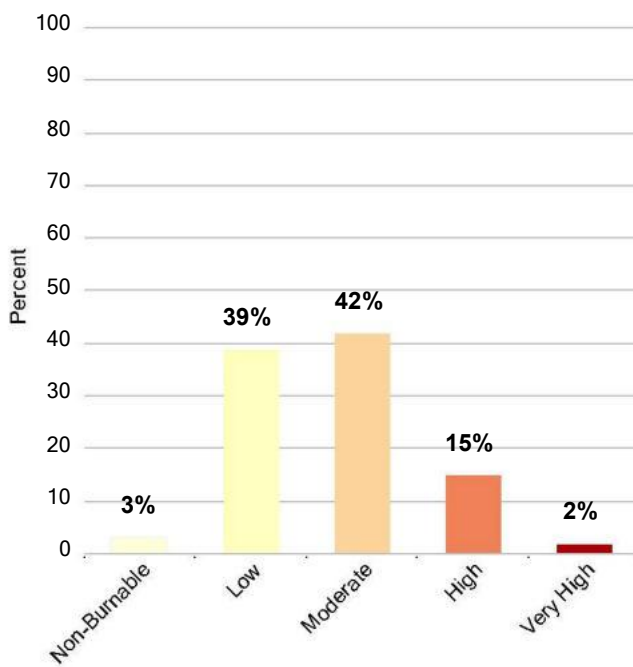
Generated: April 20, 2022

This page contains additional information about hazard to potential structures, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Hazard to potential structures in Greater Redmond CWPP FINAL: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	2,300	1,362	0	26	910	2	0	0	0
High	19,405	9,352	2	379	9,671	1	0	0	0
Moderate	53,408	22,289	13	1,143	29,954	9	0	0	0
Low	49,501	34,824	157	957	13,563	0	0	0	0
Non-Burnable	3,585	3,515	0	7	63	0	0	0	0
Total Area	128,199	71,342	172	2,512	54,161	12	0	0	0

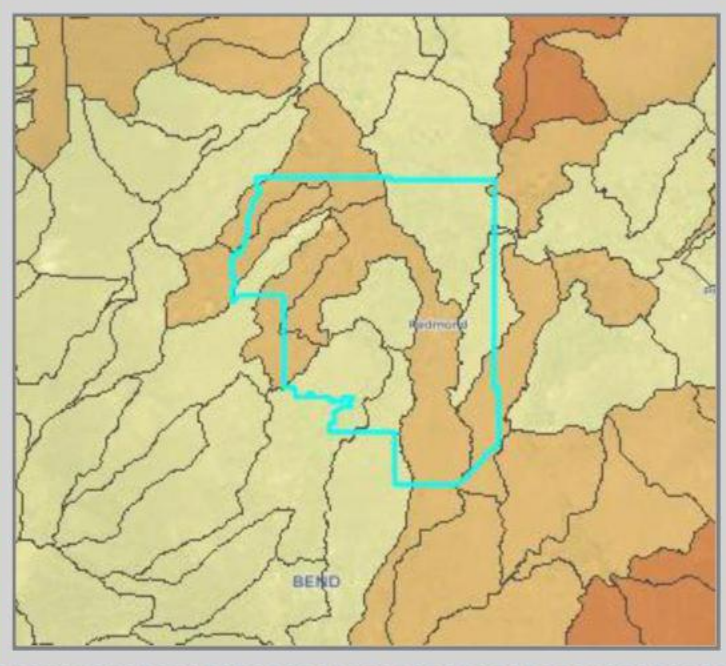
Hazard to potential structures in Greater Redmond CWPP FINAL *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Hazard to potential structures in Greater Redmond CWPP FINAL: sub-watershed summary map. Hazard to potential structures is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



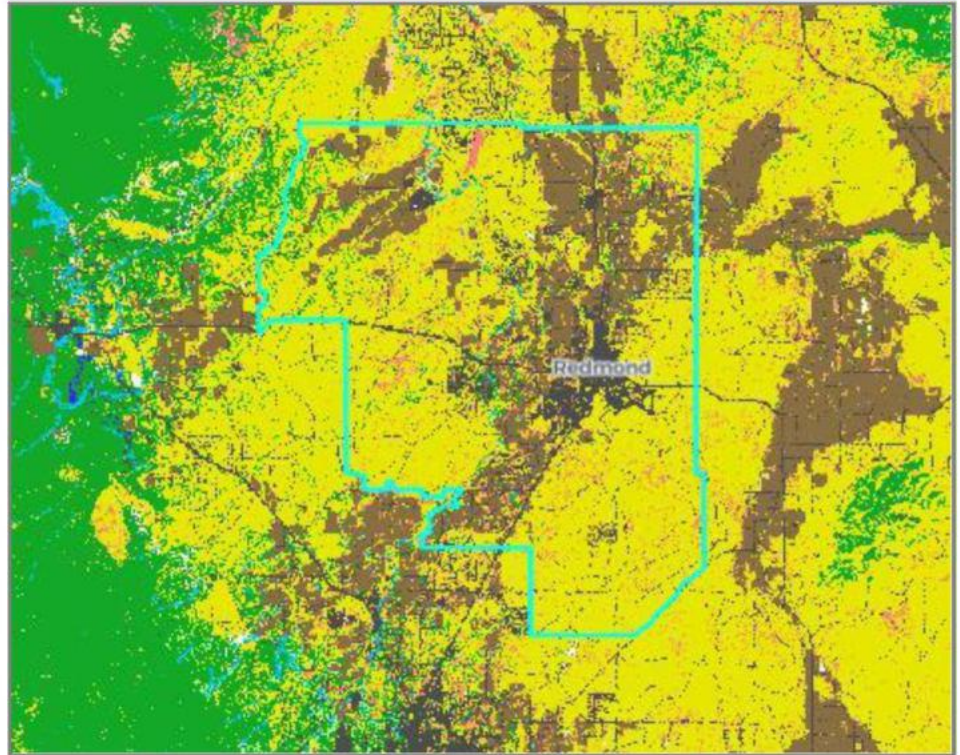


EXISTING VEGETATION TYPE

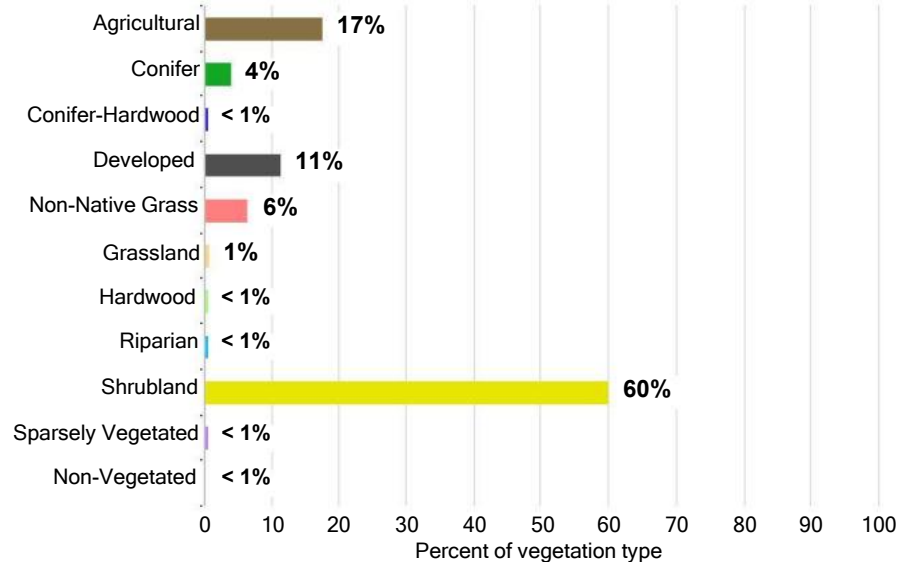
Vegetation is an important influence on potential wildfire behavior. The dominant vegetation type helps us understand the corresponding historical fire regime, a designation of fire frequency and severity. Fire frequency, or burn probability, suggests how often wildfire occurs (see Burn probability data layer). Fire severity tells us how much impact wildfires are likely to have on the vegetation and other elements of an ecosystem (see Potential impact to forest vegetation data layer). The living and dead vegetation below forest canopies (shrubs, grasses, leaf litter, dead tree snags, etc.) also strongly influence fire behavior and impacts in a location (see Fuel models).

Higher frequency fire areas generally have lower severities. Vegetation is continually or often thinned by fire and the remaining vegetation and other ecosystem elements can be considered adaptive or resilient to fire. Examples include Ponderosa pine forests and oak woodlands.

Lower frequency fire regimes experience less fire, but generally have higher severities, with vegetation and other ecosystem elements which can be considered sensitive. Examples include coastal forests, subalpine forests and many stream headwaters and riparian areas.



Vegetation Types in Greater Redmond CWPP FINAL





Oregon Wildfire Risk Explorer- Advanced Report

06/29/2022 Item #18.

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



Generated: April 20, 2022

Greater Redmond CWPP FINAL vegetation type

Category	Description	Acres	%*
Non-vegetated or recently disturbed	Non-vegetated	153	< 1
Agricultural	Agricultural	22,340	17
Conifer	Conifer	4,916	4
Conifer-Hardwood	Conifer-Hardwood	1	< 1
Developed	Developed	14,310	11
Exotic Herbaceous	Non-Native Grass	8,106	6
Grassland	Grassland	762	< 1
Hardwood	Hardwood	314	< 1
Riparian	Riparian	533	< 1
Shrubland	Shrubland	76,759	60
Sparsely Vegetated	Sparsely Vegetated	4	< 1

Existing Vegetation Type Data Dictionary <https://www.landfire.gov/evt.php>

Source: LANDFIRE <https://www.landfire.gov>

Resource:

US Forest Service Fire Regime Table

https://www.fs.fed.us/database/feis/fire_regime_table/fire_regime_table.html#PacificNorthwest

* Values may add up to over 100% due to rounding precision

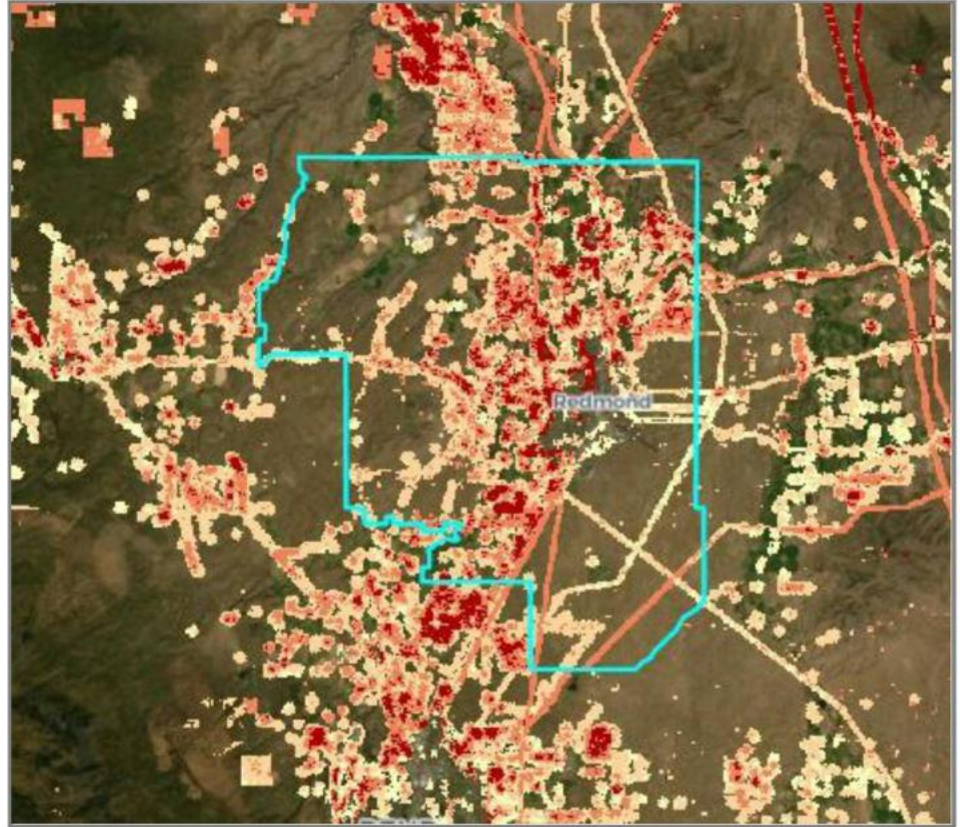


WILDFIRE RISK TO ASSETS

Wildfire risk combines both the likelihood of a wildfire (or Burn probability) and the expected effects of a wildfire on highly valued resources and assets. See the description of Overall wildfire risk for more details.

Wildfire risk to assets maps wildfire risk only in places with the following assets: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, and historic structures. Note that these resources and assets were mapped at a broad scale across all of Oregon and Washington, and maps contain errors and omissions, especially at fine scales.

The values in the maps and charts reflect a range of negative impacts from low to very high. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to human development is negative.



Wildfire Risk to Assets in Greater Redmond CWPP FINAL

Category	Description	Acres	%*
Very High	Wildfire risk is very highly negative to all combined mapped assets (top 5%).	4,516	4
High	Wildfire risk is highly negative (80-95th percentile).	13,043	10
Moderate	Wildfire risk is moderately negative (50-80th percentile).	18,170	14
Low	Wildfire risk is slightly negative (0-50th percentile).	2,103	2
No Data	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable.	90,365	70

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



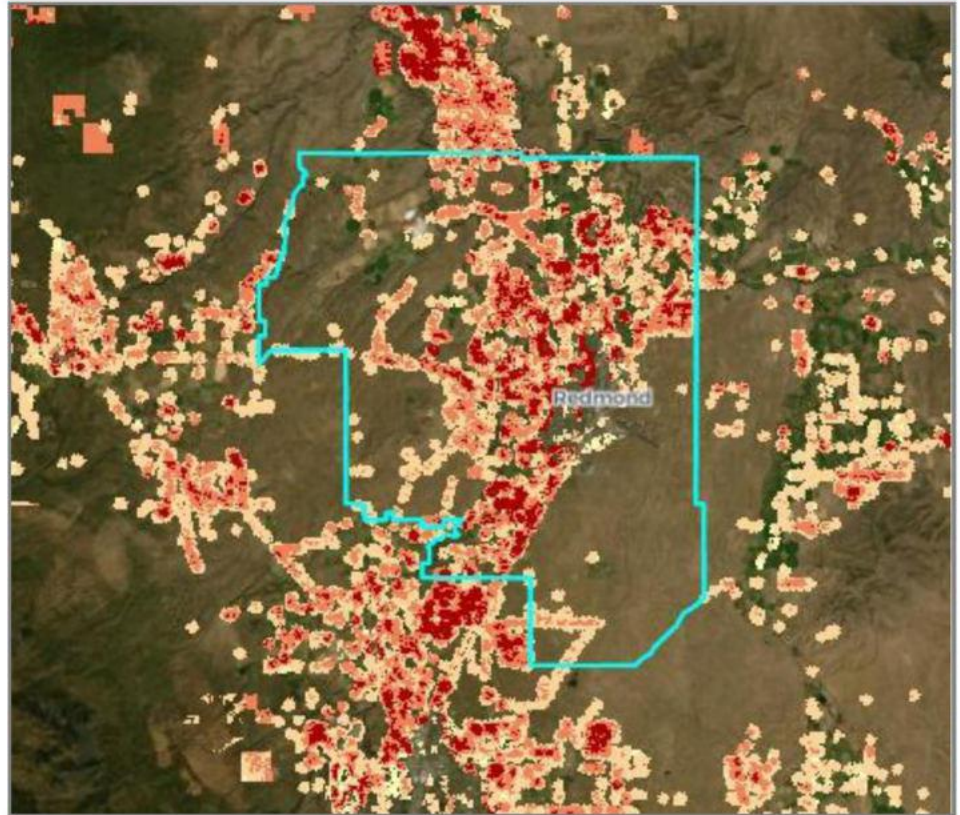
WILDFIRE RISK TO PEOPLE AND PROPERTY

Wildfire risk combines both the likelihood of a wildfire (or burn probability) and the expected effects of a wildfire on highly valued resources and assets. See the description of overall wildfire risk for more details.

Wildfire risk to people and property includes only housing unit density as mapped in the Where people live layer and US Forest Service private inholdings.

Note that these resources and assets were mapped at a broad scale across all of Oregon and Washington, and maps contain errors and omissions, especially at fine scales.

The values in the maps and charts reflect a range of negative impacts from low to very high. Positive benefits of wildfire are not mapped in this layer, assuming that any impacts of wildfire to human development is a negative impact.



Wildfire Risk to People and Property in Greater Redmond CWPP FINAL

Category	Description	Acres	%*
Very High	Wildfire risk is very highly negative to people and property (top 5%).	5,552	4
High	Wildfire risk is highly negative (80-95th percentile).	12,789	10
Moderate	Wildfire risk is moderately negative (50-80 percentile).	13,514	11
Low	Wildfire risk is slightly negative (0-50 percentile).	319	< 1
No Data	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable.	96,024	75

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

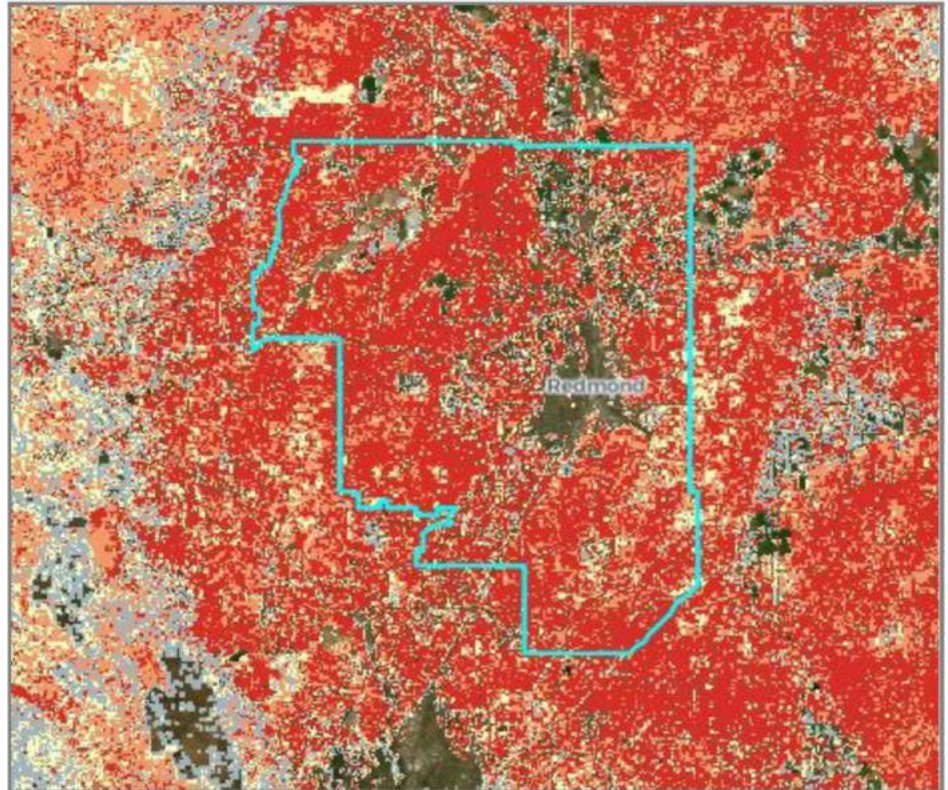


PROBABILITY OF EXCEEDING 4 FOOT FLAME LENGTHS

Flame length is an indication of fire intensity, which is a primary factor to consider for firefighter safety and for gauging potential impacts to values at risk. Fires with greater flame lengths are more intense and difficult to control. At higher flame lengths, firefighters cannot directly approach. As flame lengths increase, tree torching and spotting is expected and ember travel is increased.

Fires with greater than 4' flames are too intense for firefighters to work at the front of the flame using hand tools, and heavier equipment such as bulldozers may be necessary.

Using this layer to help target locations of higher flame length potential, a local assessment might reveal opportunity to reduce fire intensity as a goal of fuels treatment projects by using managed fire and/or other active management activities. Values are expressed as a percent likelihood. These probabilities do not take into account the likelihood of burning (see Burn probability).



Greater Redmond CWPP FINAL probability of exceeding 4' flames

Category	Description	Acres	%*
75-100%	If a fire occurs, there is a very high (>75%) chance that flame lengths will be greater than 4'.	66,289	52
50-75%	If a fire occurs, there is a high (50-75%) chance that flame lengths will be greater than 4'.	22,222	17
25-50%	If a fire occurs, there is a moderate (25-50%) chance that flame lengths will be greater than 4'.	11,027	9
0-25%	If a fire occurs, there is a low (<25%) chance that flame lengths will be greater than 4'.	7,005	5
0%	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.	21,653	17

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



PROBABILITY OF EXCEEDING 8 FOOT FLAME LENGTHS

Flame length is an indication of fire intensity, which is a primary factor to consider for firefighter safety and for gauging potential impacts to values at risk. Fires with greater flame lengths are very intense and are expected to be highly difficult to control -- too intense for firefighters to work at the front of the flame, and they can severely impact values at risk. Tree torching and spotting is expected and ember travel is increased.

Fires with >8' flame lengths may be very difficult to control with little ability to work at the front of the flame, and greater risk of torching, crowning and spotting.

Using this layer to help target locations of higher flame length potential, a local assessment might reveal opportunity to reduce fire intensity as a goal of fuels treatment projects by using managed fire and/or other active management activities.

Values are expressed as a percent likelihood. These probabilities do not take into account the likelihood of an area burning.



Greater Redmond CWPP FINAL probability of exceeding 8' flames

Category	Description	Acres	%*
75-100%	If a fire occurs, there is a very high (>75%) chance that flame lengths will be greater than 8'.	135	< 1
50-75%	If a fire occurs, there is a high (50-75%) chance that flame lengths will be greater than 8'.	2,094	2
25-50%	If a fire occurs, there is a moderate (25-50%) chance that flame lengths will be greater than 8'.	4,828	4
0-25%	If a fire occurs, there is a low (<25%) chance that flame lengths will be greater than 8'.	87,176	68
0%	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, glacial areas, etc.	33,965	26

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

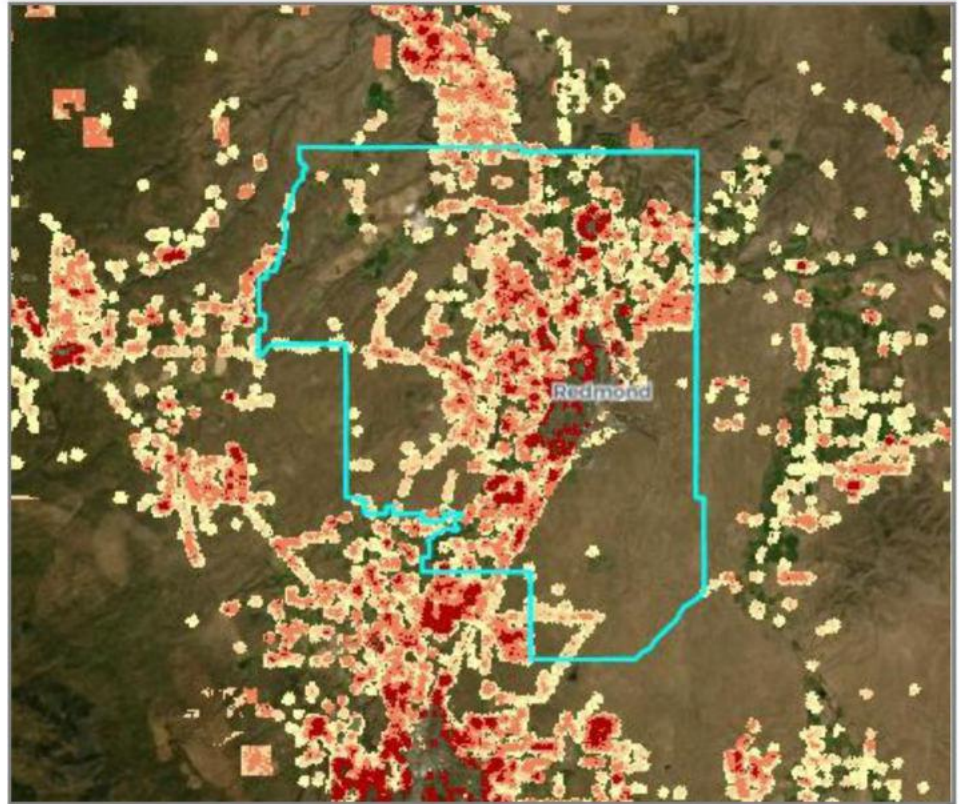


POTENTIAL IMPACT TO PEOPLE AND PROPERTY

Potential impact to people and property represents the exposure or consequence of wildfire on mapped highly valued assets including housing unit density and USFS private inholdings.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from very high to low negative consequences. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to human development is negative.



Greater Redmond CWPP FINAL potential impact to people and property, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative to people and property (top 5%).	3,086	2
High	Potential impact is highly negative (80-95th percentile).	10,717	8
Moderate	Potential impact is moderately negative (50-80th percentile).	12,153	9
Low	Potential impact is slightly negative (0-50th percentile).	6,217	5
No Data	There is no people and property mapped in the area or it is considered non-burnable (urban, agriculture, barren, etc).	96,024	75

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



POTENTIAL IMPACT TO INFRASTRUCTURE

Potential impact to infrastructure represents the exposure or consequence of wildfire on mapped highly valued assets including critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, and historic structures.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The resulting values reflect a range of impacts from a very high to low negative consequences. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to infrastructure is negative.



Greater Redmond CWPP FINAL potential impact to infrastructure, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	542	< 1
High	Potential impact is highly negative (80-95th percentile).	2,030	2
Moderate	Potential impact is moderately negative (50-80th percentile).	2,918	2
Low	Potential impact is slightly negative (0-50th percentile).	3,942	3
No Data	There is no infrastructure mapped in the area or it is considered non-burnable (urban, agriculture, barren, etc).	118,765	93

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



POTENTIAL IMPACT TO WILDLIFE

Potential impact to wildlife represents the exposure or consequence of wildfire on mapped wildlife habitat for the following species: northern spotted owl, marbled murrelet, sage grouse, chinook salmon, coho salmon, steelhead trout, bull trout, redband trout, coastal cutthroat, and Lahontan cutthroat trout.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative consequences, where wildfire is detrimental (for example, sensitive habitat with fire-intolerant species), to a positive impacts of wildfire, where wildfire will produce an overall benefit (for example, improving wildlife habitat for fire-dependent species).



Greater Redmond CWPP FINAL potential impact to wildlife habitat, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	0	0
High	Potential impact is highly negative (80-95th percentile).	21	< 1
Moderate	Potential impact is moderately negative (50-80th percentile).	155	< 1
Low	Potential impact is slightly negative (17-50th percentile).	192	< 1
Low Benefit	Potential impact is slightly beneficial to wildlife at low flame lengths (8-17th percentile).	594	< 1
Benefit	Potential impact is beneficial, with a cumulative positive impact on wildlife habitat (0-8th percentile).	1,769	1
No Data	There is no wildlife habitat mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	125,468	98

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

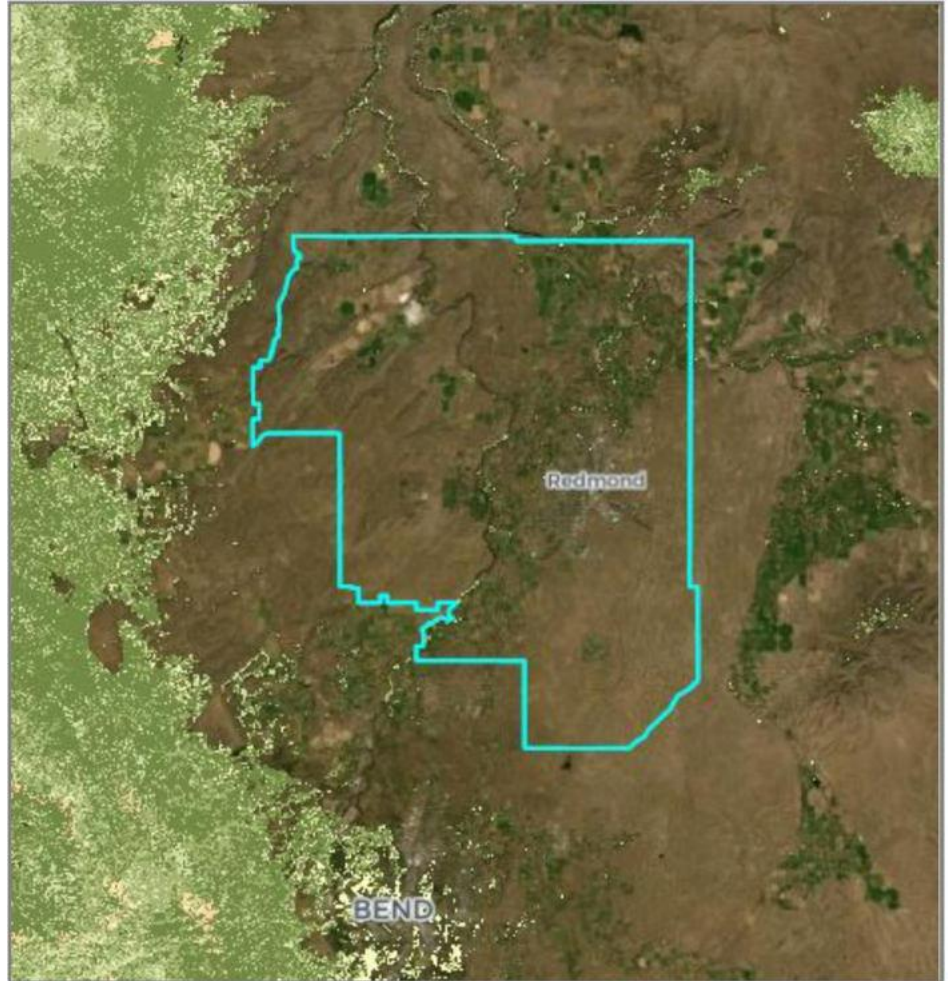


POTENTIAL IMPACT TO FOREST VEGETATION

Potential impact to forest vegetation represents the exposure or consequence of wildfire on mapped forest vegetation. This layer provides information about departure of current vegetation condition relative to historical vegetation and reference conditions, and considers the natural role of fire to specific fire regime groups.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative rating, where wildfire will move the landscape further from historical or desired conditions, to positive, where wildfire will bring the landscape closer to historical or desired conditions. Note that wildfire impacts on rangeland and grassland vegetation were not simulated due to a lack of spatial data and adequate characterization of wildfire impacts on vegetation outside of forested communities.





Oregon Wildfire Risk Explorer- Advanced Report

06/29/2022 Item #18.

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



Generated: April 20, 2022

Greater Redmond CWPP FINAL potential impact to forest vegetation, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 3%). Fire has a highly detrimental effect on the landscape, moving the landscape further from historical/desired conditions.	130	< 1
High	Potential impact is highly negative (87-97th percentile). Fire has a detrimental effect on the landscape, moving the landscape further from historical/desired conditions.	65	< 1
Moderate	Potential impact is moderately negative (52-87th percentile). Fire will move the landscape further from historical/desired conditions.	4	< 1
Low	Potential impact is slightly negative (19-52th percentile). Fire will move the landscape further from historical/desired conditions.	10	< 1
Low Benefit	Potential impact is slightly beneficial to forest vegetation at low flame lengths, potentially producing a "fuel treatment" effect (0.6-19th percentile).	0	0
Benefit	Potential impact is beneficial, with a cumulative positive impact on forest vegetation (0-0.6th percentile). There is potential for fire to bring the landscape closer to	0	0
No Data	There is no vegetation mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	127,988	100

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



FIRE REGIME GROUPS

A fire regime is a description of the general characteristics of a fire area, including frequency, intensity, size, pattern, season, and severity of effects of wildfire in an ecosystem over an extended period of time, dependent on topography, weather, vegetation, and fire history. How intensely a fire burns determines the effects and severity. Overall impacts of fires will depend on the historical fire regime and the influence of changes to that regime through changes in forest structure, composition, and processes.

Existing vegetation has departed from historical conditions in some areas, which affects the current fire environment. This departure depicts relative degrees of alterations of key ecosystem components such as species composition, structural stage, stand age, canopy closure, and fuel loadings. The potential impact to forest vegetation layer (and other potential impact layers) shows the areas where wildfire will move the landscape further from historical conditions, and where there are opportunities to use managed fire, active management, or other fuel treatments to bring the landscape closer to historical conditions.

Historically, higher fire frequency areas have lower fire severities. Vegetation in these areas is considered adaptive or resilient to fire due to this frequency. Examples include Ponderosa pine forests and dry mixed conifer forests. Lower frequency fire regime areas generally have higher severities, with vegetation and ecosystem elements usually considered sensitive due to their lack of exposure to fire. Examples include coastal forests, subalpine forests, alpine meadows, and many stream headwaters and riparian areas (see Existing vegetation).

Fire frequency suggests how often wildfire occurs (see Burn probability and Fire history data layers). Fire severity tells us how much impact wildfires are likely to have on the vegetation and other elements of an ecosystem (see Potential Impact data layers). The living and dead vegetation below forest canopies (shrubs, grasses, leaf litter, dead tree snags, etc.) also influences fire behavior (intensity and spread) and severity (impacts or effects). See Fuel models and Flame length data layers).

The national classification of fire regime groups commonly used includes five groups of fire frequency and severity pairs: I - frequent fire (0-35 years), low severity; II - frequent fire (0-35 years), stand replacement severity; III - 35-100+ years, mixed severity; IV - 35-100+ years, stand replacement severity; and V - 200+ years, stand replacement severity. Oregon has all of these historical fire regimes.

Maps of fire regime groups from LANDFIRE can be found here: https://www.landfire.gov/geoareamaps/2012/CONUS_FRG_c12.pdf.

Find more information about fire regime groups here: <https://www.landfire.gov/frg.php>.

Fire Regime table for major vegetation areas (in the Pacific Northwest): https://www.fs.fed.us/database/feis/fire_regime_table/fire_regime_table.html#PacificNorthwest

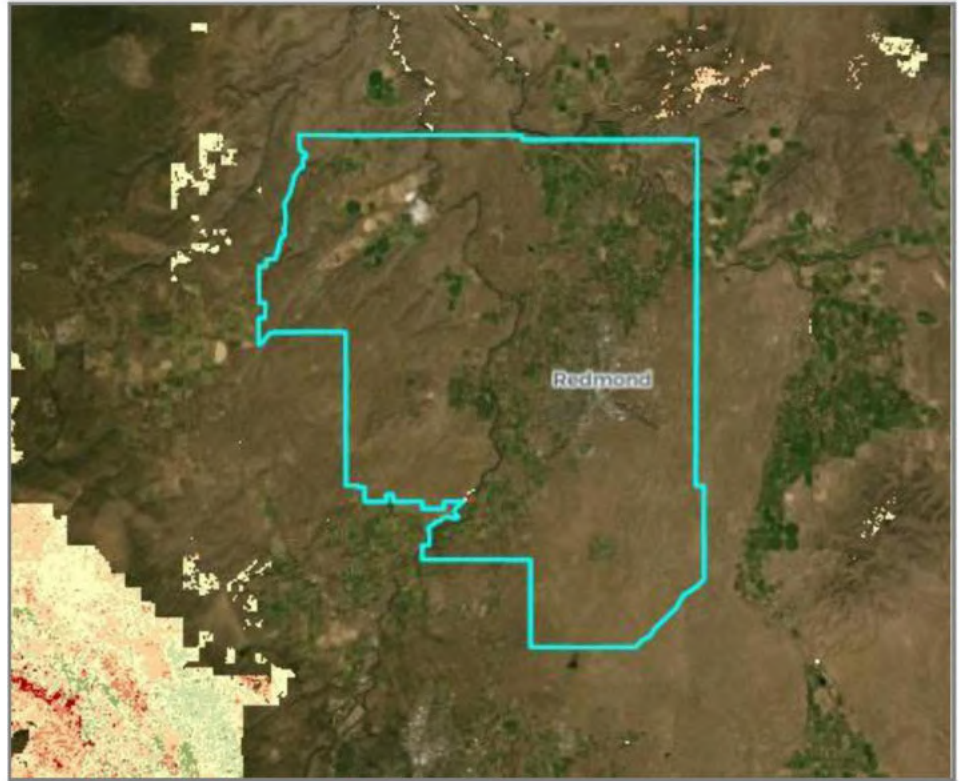


POTENTIAL IMPACT TO TIMBER RESOURCES

Potential impact to timber resources represents the exposure or consequence of wildfire on mapped highly valued timber on US Forest Service, Tribal, private lands, BLM, and state-managed lands.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the potential impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative rating, where wildfire is detrimental (for example early seral stage and/or sensitive forests), to positive, where wildfire may produce an overall benefit (for example, understory thinning treatment for fire-adapted species).



Greater Redmond CWPP FINAL potential impact to timber resources, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	0	0
High	Potential impact is highly negative (80-95th percentile).	0	0
Moderate	Potential impact is moderately negative (50-80th percentile).	2	< 1
Low	Potential impact is slightly negative (19-50th percentile).	5	< 1
Low Benefit	Potential impact is slightly beneficial to timber resources at low flame lengths (9-19th percentile).	0	0
Benefit	Potential impact is beneficial, with a cumulative positive impact on timber resources (0-9th percentile).	0	0
No Data	There are no timber resources mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	128,191	100

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

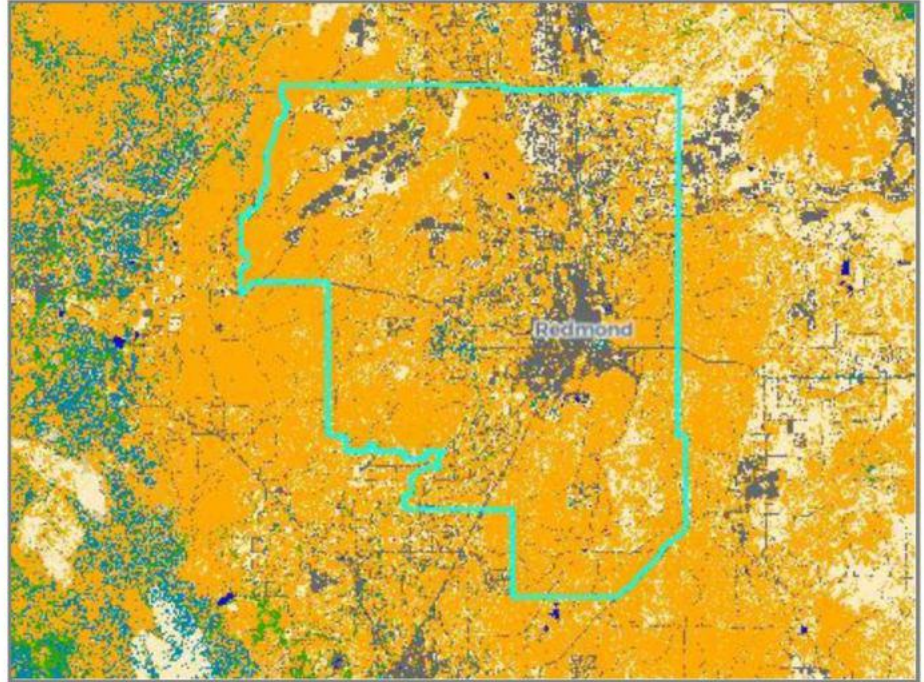
* Values may add up to over 100% due to rounding precision



FUEL MODEL GROUPS

Fuel models describe the fire-carrying materials that make up surface fuels, such as such as grasses, shrubs and litter (see next page). Fuel models are developed from climate characteristics, existing vegetation type, cover, height, and other vegetation characteristics, and help us understand the fuels igniting and carrying fire. These fuel models can be grouped into broad categories of burnable fuels based on descriptions of live and dead vegetation that represent distinct fuel types, size classes, and load distributions (amounts), shown in the map and chart below.

Fuels and other elements of the fuelscape in the risk assessment were extensively reviewed and refined by local expert consultation, and the fuelscape was updated to account for wildfires that occurred through 2017.



Greater Redmond CWPP FINAL fuel model groups (see next page for descriptions of codes)

Category	Description	Acres	%*
Grass	Fuel models 101-104, (GR1; GR2; GR3; GR4)	19,612	15
Grass/Shrub	Fuel models 121-123, (GS1; GS2; GS3)	86,125	67
Non-burnable-other	Fuel Models 91-93,99, (NB1; NB2; NB3; NB9)	19,948	16
Non-burnable-water	Fuel Models 98, (NB8)	338	< 1
Slash-blowdown	Fuel Models 202, (SB2)	0	0
Shrub	Fuel Models 141-147, (SH1; SH2; SH3; SH4; SH5; SH6; SH7)	240	< 1
Timber Litter	Fuel Models 181-189, (TL1; TL2; TL3; TL4; TL5; TL6; TL7; TL8; TL9)	1,248	< 1
Timber-Understory	Fuel Models 161-163, 165, (TU1; TU2; TU3; TU5)	687	< 1

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



Oregon Wildfire Risk Explorer- Advanced Report

06/29/2022 Item #18.

Greater Redmond CWPP FINAL

128,202 Acres: (200 Sq. Miles)



Generated: April 20, 2022

Table of Fuel Model Groups

40 Scott and Burgan Fire Behavior Fuel Models Description and Data Dictionary <https://www.landfire.gov/fbfm40.php>
<https://www.landfire.gov/DataDictionary/f40.pdf>

Group	Description
Grass Fuel models 101-104, (GR1; GR2; GR3; GR4)	GR1: Short, sparse dry climate grass is short, naturally or heavy grazing, predicted rate of fire spread and flame length low GR2: Low load, dry climate grass primarily grass with some small amounts of fine, dead fuel, any shrubs do not affect fire behavior GR3: Low load, very coarse, humid climate grass continuous, coarse humid climate grass, any shrubs do not affect fire behavior GR4: Moderate load, dry climate grass, continuous, dry climate grass, fuelbed depth about 2 feet
Grass/Shrub Fuel models 121-123, (GS1; GS2; GS3)	GS1: Low load, dry climate grass-shrub shrub about 1 foot high, grass load low, spread rate moderate and flame length low GS2: Moderate load, dry climate grass-shrub, shrubs are 1-3 feet high, grass load moderate, spread rate high, and flame length is moderate GS3: Moderate load, humid climate grass-shrub, moderate grass/shrub load, grass/shrub depth is less than 2 feet, spread rate is high and flame length is moderate
Non-Burnable-Other	Fuel Models 91-93, 99, (NB1; NB2; NB3; NB9) NB1: Urban NB2: Snow/Ice NB3: Agriculture NB9: Barren
Non-burnable-Water	Fuel Model 98, (NB8): Water
Slash-blowdown	Fuel Model 202, (SB2): Moderate load activity fuel or low load blowdown, 7-12 t/ac, 0-3 inch diameter class, depth about 1 foot, blowdown scattered with many still standing, spread rate and flame low
Shrub Group Fuel Models 141-147, (SH1; SH2; SH3; SH4; SH5; SH6; SH7)	SH1: Low load dry climate shrub, woody shrubs and shrub litter, fuelbed depth about 1 foot, may be some grass, spread rate and flame low SH2: Moderate load dry climate shrub, woody shrubs and shrub litter, fuelbed depth about 1 foot, no grass, spread rate and flame low SH3: Moderate load, humid climate shrub, woody shrubs and shrub litter, possible pine overstory, fuelbed depth 2-3 feet, spread rate and flame low SH4: Low load, humid climate timber shrub, woody shrubs and shrub litter, low to moderate load, possible pine overstory, fuelbed depth about 3 feet, spread rate high and flame moderate SH5: High load, humid climate grass-shrub combined, heavy load with depth greater than 2 feet, spread rate and flame very high SH6: Low load, humid climate shrub, woody shrubs and shrub litter, dense shrubs, little or no herbaceous fuel, depth about 2 feet, spread rate and flame high SH7: Very high load, dry climate shrub, woody shrubs and shrub litter, very heavy shrub load, depth 4-6 feet, spread rate somewhat lower than SH6 and flame very high



Oregon Wildfire Risk Explorer- Advanced Report

06/29/2022 Item #18.

Greater Redmond CWPP FINAL

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Timber Litter Group	TL1: Low load compact conifer litter, compact forest litter, light to moderate load, 1-2 inches deep, may represent a recent burn, spread rate and flame low TL2: Low load broadleaf litter, broadleaf, hardwood litter, spread rate and flame low
Fuel Models 181-189, (TL1; TL2; TL3; TL4; TL5; TL6; TL7; TL8; TL9)	TL3: Moderate load conifer litter, moderate load conifer litter, light load of coarse fuels, spread rate and flame low TL4: Small downed logs moderate load of fine litter and coarse fuels, small diameter downed logs, spread rate and flame low TL5: High load conifer litter, light slash or dead fuel, spread rate and flame low TL6: Moderate load broadleaf litter, spread rate and flame moderate TL8: Large downed logs, heavy load forest litter, larger diameter downed logs, spread rate and flame low TL8: Long needle litter, moderate load long needle pine litter, may have small amounts of herbaceous fuel, spread rate moderate and flame low TL9: Very high load broadleaf litter, may be heavy needle drape, spread rate and flame moderate
Timber-Understory Group	TU1: Low load dry climate timber grass shrub, low load of grass and/or shrub with litter, spread rate and flame low TU2: Moderate load, humid climate timber-shrub, moderate litter load with some shrub, spread rate moderate and flame low TU3: Moderate load, humid climate timber grass shrub, moderate forest litter with some grass and shrub, spread rate high and flame moderate
Fuel Models 161-163, 165, (TU1; TU2; TU3; TU5)	TU5: Very high load, dry climate shrub, heavy forest litter with shrub or small tree understory, spread rate and flame moderate

This report was generated from the Advanced Oregon Wildfire Risk Explorer map viewer: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning. For more information on wildfire risk in a specific location, you can generate a Homeowner's report from the Oregon Wildfire Risk Explorer map viewer.

How to Cite:

Accessed from the Oregon Wildfire Risk Explorer on April 20, 2022

URL: https://tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning

Primary data Source: USDA Forest Service Pacific Northwest Quantitative Wildfire Risk Assessment (2018)

The Oregon Wildfire Risk Explorer site, tools and reports are the result of a collaboration among the following organizations and others:



Wildfire risk data is primarily from the USDA Forest Service 2018 Pacific Northwest Quantitative Wildfire Risk Assessment with some components from the 2013 West Wide Wildfire Risk Assessment. The information is being provided as is and without warranty of any kind either express, implied or statutory. The user assumes the entire responsibility and liability related to their use of this information. By accessing this website and/or data contained within, you hereby release the Oregon Department of Forestry, Oregon State University, and all data providers from liability. This institution is an equal opportunity provider. This publication was made possible through grants from the USDA Forest Service.

Appendix B

Glossary of Terms

- **Cohesive Strategy:** In 2009, Congress passed the Federal Land Assistance, Management, and Enhancement (FLAME) Act and called for a National Cohesive Wildland Fire Management Strategy, also known commonly as the Cohesive Strategy, to address wildland fire related issues across the nation in a collaborative, cohesive manner. The Cohesive Strategy was finalized in 2014 and represents the evolution of national fire policy: To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire. The primary, national goals identified as necessary to achieving the vision are: **Resilient landscapes:** Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives. **Fire-adapted communities:** Human populations and infrastructure can withstand a wildfire without loss of life and property. **Wildfire response:** All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.
- **Crown Fires:** A fire that advances from top to top of trees or shrubs more or less independent of a surface fire. Crown fires are sometimes classed as running or dependent to distinguish the degree of independence from the surface fire.
- **Defensible Space:** Defensible Space, in the context of fire control, is the natural and landscaped area around a structure that has been maintained and designed to reduce wildfire danger by using vegetation that is fire resistant.
- **Deschutes Collaborative Forest Project:** In 2010, a collaborative group of local agencies and organizations formed a proposal for funding a large, collaborative forest restoration and hazardous fuels reduction project on public lands managed by the Deschutes National Forest. This landscape level project is known as the Deschutes Collaborative Forest Project (DCFP).
- **Dispersed Campgrounds & Recreational Sites:** Campsites or recreational sites members of the public use that are outside of a designated campground or developed recreation site. These sites do not have trash removal or facilities such as tables and fire pits. For more information on how to use dispersed recreational sites visit: <http://www.fs.usda.gov/>
- **Fire Adapted Community:** One of the tenents of the Cohesive Strategy. A Fire Adapted is one that acknowledges and takes responsibility for its wildfire risk, and implements appropriate actions at all levels. Deschutes County is a pilot community for the Fire Adapted Communities Learning Network. For more information visit:

<http://www.facnetwork.org>

- **Fire Break:** A gap in vegetation or other combustible materials that acts as a barrier to slow or stop the progress of a wildfire.
- **Fire Prone Area:** A geographic area that can support a wildfire due to weather and vegetation.
- **Fire Resiliency:** A landscape or geographic location that is able to withstand wildfire without suffering catastrophic effects, such as loss of life, home loss or damage and/or environmental damage.
- **Fire Return Interval:** The time between fires in a defined area or landscape.
- **Fire Suppression Costs:** The financial figure that is incurred during any operations by fire fighting agencies to suppress (or put out), a wildland fire.
- **FireFree:** A local program in Central Oregon that uses ten steps to educate property owners on how to defend their home from wildfire. FireFree also provides two annual events where homeowners can dispose of debris created from wildfire preparedness activities.
- **Firewise USA®:** A national program that provides a process that empowers neighbors to work together in reducing their wildfire risk. The National Fire Protection Association sponsors the Firewise USA® program.
- **Hazardous Fuel Reduction:** Reducing vegetation that could accelerate a wildland fire.
- **Hazardous Fuels:** Any fuel or vegetation that will sustain or accelerate a wildland fire.
- **High Intensity:** Fire intensity represents that energy releases during various phases of the fire. High intensity fires are damaging to certain vegetation and ecosystems that are not adapted to them. Much of the lower elevation forests in Central Oregon are adapted to lower intensities.
- **Overstory:** Also called the canopy. Made up of the tallest trees that stand over the rest of the plants in the landscape.
- **Pacific Northwest Coordination Center:** The Northwest Interagency Coordination Center (NWCC) is the Geographic Area Coordination Center for the Northwest Region, which includes the States of Oregon and Washington. Located

in Portland, OR, the NWCC serves as the focal point for interagency resource coordination, logistics support, aviation support and predictive services for all state and federal agencies involved in wildland fire management and suppression in the region. Cooperating agencies include the: Bureau of Land Management, US Forest Service, Oregon Dept of Forestry, US Fish and Wildlife Service, Bureau of Indian Affairs, Washington Dept. of Natural Resources and the National Park Service.

- **Resilient Landscapes:** A landscape that is able to recover quickly or repel disturbances that may be a departure from normal circumstances.
- **Silvicultural Treatments:** A planned series of treatment that aide in achieving the goals set forth by a diverse set of values. Silviculture is the practice of controlling the establishment, growth, composition, health and quality of forests to meet diverse needs and values.
- **Stand Dynamics:** The underlying physical and biological forces that shape and change a particular area or forest stand.
- **Structural Ignitability:** Also known as Structural Vulnerability; which refers to the probability of a home igniting during a large wildfire.
- **Structural Vulnerability Factors:** Factors that can increase or decrease a home's probability of igniting during a large wildfire. Examples include: roof composition, roof cleanliness, vent covers, deck composition & cleanliness, etc.
- **Thick Bark Pine:** a local species is Ponderosa Pines. Their thick bark makes them a fire resistant species. The lower elevation forests that were/are dominated by Ponderosa Pines are adapted to low intensity fire that would burn through as often as every ten years.
- **Tree Crowns:** See overstory. Also known as the tree canopy.
- **Understory:** The layer of vegetation beneath the main canopy of a forest.
- **Wildfire Preparedness:** Changing behaviors and/or processes to reduce the impact a wildfire may have on the population.
- **Wildland Fire:** Any non-structural fire that occurs in vegetation or natural fuels. An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

- **Wildland Fuels:** Vegetation that is located in an area in which development is essentially non-existent, except for roads, railroads, powerlines, and similar transportation facilities. Structures, if any, are widely scattered.
- **Wildland Urban Interface (WUI):** The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. Much of Deschutes County is considered Wildland Urban Interface.

Appendix C

Post Fire Recovery

During the Fire Contacts

Deschutes County 911 Non-Emergency Line (541) 693-6911
 American Red Cross (Central and Eastern Oregon Chapter) (541) 382-2142

Web links for Fire and Evacuation Information:

- Central Oregon Fire Information [Central Oregon Fire Info](#)
- Deschutes County Emergency Blog [Deschutes County Emergency Info](#)
- Central Oregon Interagency Twitter Feed twitter.com/CentralORFire
- Deschutes County Sheriff’s Twitter Feed twitter.com/DeschutesSO
- Evacuation Guide [Ready, Set, Go](#)
- Emergency Notifications [Deschutes County Alerts](#)

Post-Fire Recovery Community Issues to Consider

Following a wildfire, communities may be facing a host of issues. The complexities involved in mid and long-term strategies for economic, environmental and social recovery may be daunting. Learning from the experiences of others is helpful. Considering relevant questions like:

- How soon can or should schools reopen?
- Can debris removal efforts be expedited? If so, what is the cost and who will pay for it?
- Does the impact warrant inviting the Oregon DOJ Charitable Activities Section regulators to send a team to ensure crooks and scam artists don’t take advantage of vulnerable residents?
- Are emergency grants available to restore basic public services?
- What system(s) can be used to equitably and efficiently distribute the donations that a community receives following a catastrophic fire?
- What resources are available for small businesses attempting to reestablish? Do new programs need to be created?
- How will tourism be affected?

Deschutes County Long-Term Recovery Efforts

The Deschutes County Sheriff’s Office Emergency Management Team, working with residents and community stakeholders, is developing a Disaster Recovery Framework. The Framework is part of a suite of plans that address various elements of emergency management. It aims to establish guidelines for how the Deschutes County Community will work together to restore, rebuild, and reshape the

physical, social, economic and natural environment in the months and years following a disaster or emergency.

After the Fire Resources for Affected Residents

Fire Management Assistance (FMAG) is available to States, local and tribal governments, for the mitigation, management, and control of fires on publicly or privately owned forests or grasslands, which threaten such destruction as would constitute a major disaster. The Fire Management Assistance declaration process is initiated when a State submits a request for assistance to the Federal Emergency Management Agency (FEMA) Regional Director at the time a "threat of major disaster" exists. The entire process is accomplished on an expedited basis and a FEMA decision is rendered in a matter of hours.

The Fire Management Assistance Grant Program (FMAGP) provides a 75 percent Federal cost share and the State pays the remaining 25 percent for actual costs. Before a grant can be awarded, a State must demonstrate that total eligible costs for the declared fire meet or exceed either the individual fire cost threshold - which applies to single fires, or the cumulative fire cost threshold, which recognizes numerous smaller fires burning throughout a State. Eligible firefighting costs may include expenses for field camps; equipment use, repair and replacement; tools, materials and supplies; and mobilization and demobilization activities.

FEMA Individual Assistance (FEMA IA) has created a set of tools to help those facilitating their community's recovery. Community Services Programs deliver a variety of services to assist in disaster recovery. Disaster Housing Resources provides links to access information on multiple disaster housing programs and strategies. FEMA Voluntary Agency and Donations Coordination delivers information, support and guidance during disaster recovery. The National Emergency Child Locator Center and National Mass Evacuation Tracking System are both tracking databases that can be activated during disasters and assist in reunifying family members. The National Shelter System is a database that supports the agencies responsible for Mass Care and Emergency Assistance. For information on these tools follow this link to [FEMA's site](#).

FEMA Public Assistance (FEMA PA) mission's to provide assistance to State, Tribal and local governments, and certain types of Private Nonprofit organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President.

Through the PA Program, FEMA provides supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations. The PA Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

The Federal share of assistance is not less than 75% of the eligible cost for emergency measures and permanent restoration. The grantee (usually the State) determines how the non-Federal share (up to 25%) is split with the sub-grantees (eligible applicants).

Small Business Disaster Loans through the [Small Business Administration \(SBA\)](#). SBA provides low-interest disaster loans to businesses of all sizes, private non-profit organizations, homeowners, and renters. SBA disaster loans can be used to repair or replace the following items damaged or destroyed in a declared disaster: real estate, personal property, machinery and equipment, and inventory and business assets.

Oregon VOAD ([Voluntary Organizations Active in Disaster](#)) is a group of faith-based, community service organizations with disaster relief roles related to short and long-term recovery from disasters.

Functions include but are not limited to: damage assessment, cleanup, building repair, donations management, child care, clothing, communication, counseling, disaster welfare inquiry, financial assistance, food, human relations, mass care, sheltering, transportation, volunteer staffing, warehousing and bulk distribution. ORVOAD coordinates disaster planning with member agencies to ensure reduction of duplication and an increase in effective delivery of services.

Natural Resources Conservation Services (NRCS) may provide funding they are allocated to help with fire recovery efforts for agricultural and private, non-industrial forestland owners. Program and application announcements will be made as funding becomes available. Please check [this site](#) frequently for updates.

American Red Cross [Casework](#): Providing Emergency Assistance is trains Red Cross caseworkers how to conduct effective client interviews and provide appropriate assistance to help meet a client's immediate disaster-caused or disaster-aggravated needs.

Fire Recovery Safety Tips

REMEMBER – use caution and good judgment. Hazards may still exist, even though the fire is controlled.

ELECTRICAL

Electrical Safety Facts

General: An important part of the disaster recovery is hazard recognition. Should you come across damaged or fallen power poles or lines, contact your local electrical power authorities. **DO NOT TOUCH THE DOWNED WIRES.** In the cleanup area, be especially careful when cutting trees and operating heavy equipment around power lines. Vegetation and power poles may have lost stability due to fire damage.

If a power line or pole should fall next to you while working in the area, *do not walk – hop out of the area.* (Using this technique, you will be less likely to be a conductor of electricity).

Electricity is always trying to go somewhere. It goes easily through conductors; it does not go easily through non-conductors.

Conductors	Non-Conductors
Metal	Rubber
Water	Glass
Wet Things	Plastic
Things In Water (including animals/pets)	

One of the most important fixtures in the conduction of electric current are utility poles. The fire or fire suppression actions may have dislodged or broken some of these poles, causing the wires to sag or break, resulting in extremely hazardous conditions. Do not touch anything at the scene.

Trees can also be dangerous conductors of electricity. When a tree falls or grows into contact with power wires, the electric power diverts and finds a path to the ground through the branches and the trunk. Anyone who comes into contact with these trees is subject to tragic consequences, since electric power can easily jump from the tree to the person.

Electrical Safety Tips

- Do not overload circuits; don't operate several large appliances at the same time on the same circuit.
- Do not use extension cords to plug in many items on one outlet.
- Turn off appliances when you finish using them. Provide adequate air circulation around all

appliances to prevent over-heating. Keep appliances clean, repaired and serviced.

- Check wires and plugs regularly. Replace worn or frayed wires. Do not run cords under carpets or across doorways.
- Be careful when replacing fuses or breakers. Keep the area near the circuit box dry and turn the main switch off before changing the fuse/breaker.
- Temporary lines should be removed from service.

Electrical Locations To Avoid

- Electrical meters and service lines coming into the home or other outbuildings.
- Any power supply line which appears to sag, show bare wire, or have insulation missing.
- Secured power sub-stations or any area identified as high voltage.
- Downed power lines.

Emergency Procedures for an Electrical Fire

- Call the fire department.
- Shut off power supply at the breaker if possible.

Restoring Electric Power

If, upon returning to your residence, there is no electrical power, please check to make sure the main breaker is on. If the breakers are on and power is still not present, please call to report the power outage to your local electrical power authorities.

Reporting problems like a down or broken wire will speed up the process of power restoration.

- Stand off to one side of the breaker box when turning on the main breaker. Do not stand directly in front of the box.
- If any smells of hot electrical insulation or sparking occurs, turn of the breaker immediately and call an electrician.
- If electrical lights or appliances appear brighter than normal, turn off main breaker. The service entrance needs to be checked.

To Change A Fuse

Try to find the cause of the blown fuse, and correct it by disconnecting the defective appliance or appliances causing the overload or short circuit. Shut off the main power switch when you change the fuse.

- Do not replace fuses with a higher amp rating fuse than you removed.
- Turn on the main switch to restore the power.

- If the fuse blows again, leave it alone and contact a certified electrician. Other problems may exist and should be investigated to remove the possibility of an electrical fire.

To Reset A Circuit Breaker

Try to find the cause of the overload or short circuit and correct it by disconnecting the defective appliance or appliances. Turn the switch to “on” to reset and restore power. If breaker trips again leave it alone, and contact a certified electrician. Other problems may exist and should be found to remove the possibility of an electrical fire.

Special Information of Fuses & Circuit Breakers

Fuses and circuit breakers shut off the current whenever too much current tries to flow through a wire because of:

- A short circuit, possibly caused by a bare wire touching the ground;
- Overloading, possibly caused by too many lights or appliances on one circuit; or
- By defective parts in an appliance.

Know where the main circuit or fuse box is located in your house. Be sure you can locate the main switch; it controls all of the power coming into the house and is usually inside the circuit box. In some cases, however, it may be located outside of the house. Fuse or circuit boxes generally are labeled to designate which area of the house the circuits or fuses serve.

DRINKING WATER

Restoring Water Systems

Unless impacted by a fuel spill, the fire should not have affected wells at undamaged homes. If your house was damaged, your water system may potentially have become contaminated with bacteria due to loss of water pressure. In this case it is recommended that the well be disinfected and the water be tested before consumption. To disinfect your water system, pour ½ - 1 cup of chlorine bleach inside the well casing and turn on all faucets until a chlorine scent is noticed. Allow the chlorine solution to remain in the system overnight. The following morning, open all faucets and flush the system until free of chlorine smell.

If you have a public use well or water system, contact the Deschutes County Public Health Department for specifics on testing prior to consumption of any water. The Drinking Water Program administers and enforces drinking water quality standards for approximately 175 public water systems within Deschutes County. More information can be found on their website at <https://www.deschutes.org/health/page/drinking-water>

Oregon implements drinking water protection through a partnership of DEQ (Department of Environmental Quality) and the OHA (Oregon Health Authority). The program provides information about drinking water, and helps Oregonians get involved in protecting drinking water quality. In general, for questions regarding groundwater sources, contact OHA. Contact DEQ for questions about protecting public water supplies using surface water.

For questions about regulations, water quality, treatment plants, and testing, contact OHA who is the primacy agency for the implementation of the federal Safe Drinking Water Act in Oregon.

OHA's webpages provide the most useful info for consumers about drinking water protection:

<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/DRINKINGWATER/Pages/index.aspx>

Information specific for private domestic wells is here:

<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/DRINKINGWATER/SOURCEWATER/DOMESTICWELLSAFETY/Pages/index.aspx>

SOLID WASTE

Removing Debris

Cleanup of your property can expose you to potential health problems from hazardous materials. Wet down any debris to minimize health impacts from breathing dust particles. The use of a two-strap dust particulate mask with nose clip and coveralls will provide the best minimal protection. Leather gloves should be worn to protect your hands from sharp objects while removing debris.

Hazardous materials such as kitchen and bathroom cleaning products, paint, batteries, contaminated fuel and damaged fuel containers must be handled properly. Contact your local County Officials for specific handling restrictions and disposal options.

All hazardous materials should be labeled as to their contents if known!

HEATING FUELS

Checking Propane Tanks

Propane suppliers recommend homeowners contact them for an inspection prior to reusing their system. If the fire burned the tank, pressure relief valve probably opened and released the contents of the tank. Tanks, brass and copper fittings, and lines may be heat-damaged and unsafe. Valves should be turned off and remain closed until the propane suppliers inspect the system.

Checking Home Heating Oil Tanks

Heating oil suppliers recommend homeowners contact them for an inspection prior to reusing their system. The tank may have shifted or fallen from the stand and fuel lines may have kinked or weakened. Heat from the fire may have caused the tank to warp or bulge. Non-vented tanks are more likely to bulge or show signs of stress. The fire may have loosened or damaged fittings and filters. If the tank is intact and heating oil remains in the tank, the heating oil should still be good. If you have questions on the integrity of the tank, fuel lines, tank stand, or the fuel, or need assistance in moving the tank or returning it to service, contact your fuel supplier.

MISCELLANEOUS SAFETY AWARENESS

Ash Pits

Holes created by burned trees and stumps create ash pits, which are full of hot ashes. Mark them for your safety, as they can stay hot for many days following the fire, causing serious burns. Warn your family and neighbors, especially children. Tell them to watch for ash pits and to not put hands or feet in these holes—they are hot!

Evaluation of Trees Damaged by Fire

The following information will assist you in evaluating any trees that have been scorched or burnt by the fire. Identification of the type of tree affected is important and can easily be done. Two basic types of trees exist in this area: deciduous and evergreen. Deciduous trees are broad leaf trees that lose their leaves in the fall.

In this area we have a variety of deciduous tree species. Evergreen trees have needles and in this area we mainly have Ponderosa Pine, Lodgepole Pine and Western Juniper.

First: visually check the tree stability. Any tree weakened by fire may be a hazard. Winds are normally responsible for toppling weakened trees. The wind patterns in your area may have changed as a result of the loss of adjacent tree cover. Seek professional assistance before felling trees near power lines, houses or other improvements.

If the tree looks stable:

- Visually check for burnt, partially burnt or broken branches and tree tops that may fall.
- Check for burns on the tree trunk. If the bark on the trunk of the tree has been burned off or scorched by very high temperatures completely surround the tree's circumference, the tree will not survive. This is because the living portion of the tree (cambium) was destroyed. The bark of the tree provides protection to the tree during fire. Bark thickness varies based upon tree species: check carefully to see if the fire or heat penetrated the bark. Where fire has burnt deep into the tree trunk, the tree should be considered unstable until checked.
- Check for burnt roots by probing the ground with a rod around the base of the tree and out away from the base several feet. The roots are generally six to eight inches below the surface. If you find that the roots have been burned you should consider this tree very unstable; it could easily be toppled by wind.

If the tree is scorched

- A scorched tree is one that has lost part or all of its needles. Leaves will be dry and curled. Needles will be a light red or straw colored. Healthy deciduous trees are resilient and may possibly produce new branches and leaves, as well as sprouts at the base of the tree. Evergreen trees, particularly long-needled trees, may survive when partially scorched. An evergreen tree that has been damaged by fire is subject to bark beetle attack. Please seek

professional assistance concerning measures for protecting evergreen trees from bark beetle attack.

Residual Smoke In Fire Interior

Smoke may be present on the interior of the fire for several days following containment. This occurs as a result of stumps, roots, and other surface materials being exposed to changing temperatures and wind conditions. Smoke volume from these materials may fluctuate depending on weather conditions. This activity should not pose a risk and smoke will continue to dissipate until materials are fully consumed or extinguished by fire crews or weather.

Flooding Risk

With the recent large high intensity wildfires in Oregon certain locations within burned areas, or downhill and downstream of burned areas are much more susceptible to flash flooding and debris flows. Even areas that are not traditionally flood prone are at risk due to changes to the landscape caused by wildfire. Rainfall that would normally be absorbed will run off extremely quickly after a wildfire, as burned soil can be as water repellent as pavement. As a result, much less rainfall is required to produce a flash flood. A good rule of thumb is, if you can look uphill from where you are and see an area burned by wildfire, you are at risk.

Preparing for Flooding

In the event of moderate to heavy rainfall, do not wait for a flash flood warning in order to take steps to protect life and property. Thunderstorms that develop over the burned area may begin to produce flash flooding and debris flows before a warning can be issued. If you are in an area vulnerable to flooding and debris flows, plan in advance and move away from the area. There may be very little time to react once the storms and rain start.

- Have an evacuation/escape route planned that is least likely to be impacted by Flash Flooding or Debris Flows
- Have an Emergency Supply Kit available
- Stay informed before and during any potential event; knowing where to obtain National Weather Service (NWS) Outlooks, Watches and Warnings via the NWS Pendleton Website, Facebook, Twitter, or All Hazards NOAA Weather Radio
- Be alert if any rain develops. Do not wait for a warning to evacuate should heavy rain develop.
- Call 911 if you are caught in a Flash Flood or Debris Flow
- Contact local officials for additional risk information and potential mitigation efforts
- Contact The US Army Corps of Engineers regarding their [Silver Jackets Program](#)



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: Preparation for Public Hearing: Eden Properties Plan Amendment and Zone Change (247-21-001043-PA, 1044-ZC)

RECOMMENDED MOTION:

Work session in preparation for a public hearing.

BACKGROUND AND POLICY IMPLICATIONS:

Staff will provide background and discuss Public Hearing date options with the Board of Commissioners ("Board") to consider a request for a Plan Amendment and Zone Change (file nos. 247-21-001043-PA, 1044-ZC) for approximately 710-acres to the west of Terrebonne and north of Highway 126.

BUDGET IMPACTS:

None

ATTENDANCE:

*Haleigh King, Associate Planner
Will Groves, Planning Manager*



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Haleigh King, AICP, Associate Planner

DATE: June 29, 2022

SUBJECT: Eden Properties Comprehensive Plan Amendment and Zone Change – Work Session

The Board of County Commissioners (“Board”) will conduct a work session on June 29, 2022, in preparation for a public hearing on a date to be determined, to consider a request for a Comprehensive Plan Amendment and Zone Change (file nos. 247-21-0001043-PA, 1044-ZC) for approximately 710-acres to the west of Terrebonne and north of Highway 126. The subject property consists of nine tax lots totaling approximately 710 acres. Staff requests Board feedback regarding potential public hearing dates and whether they would like to hear the item at a special evening meeting. Furthermore, staff would like direction on whether the Board would like to set oral testimony time limits for the applicant and/or members of the public providing testimony.

Staff has included a few public hearing date options below for the Board’s consideration:

- Monday, July 25
- Tuesday, July 26
- Wednesday, July 27
- Thursday, July 28
- Monday, August 8

I. BACKGROUND

The applicant, 710 Properties, LLC/Eden Central Properties, LLC, is requesting a Comprehensive Plan Amendment to re-designate the subject properties from Agriculture to Rural Residential Exception Area and a Zoning Map Amendment to rezone the properties from Exclusive Farm Use (EFU) to Rural Residential – 10 Acre Minimum (RR-10). The applicant’s reasoning for the request is that the properties were mistakenly identified as farmland, do not contain high-value soils or other characteristics of high value farmland, and therefore should be re-designated and rezoned for rural residential use. The applicant has provided a supplementary soil study that identifies non-high value (Class VII and VIII) soils on a majority (~71%) of the subject properties. Additionally, the applicant has provided findings within the burden of proof that demonstrate compliance with state and local requirements and policies.

II. PUBLIC COMMENTS

Staff received over 100 public comments from neighbors, stakeholders, local interest groups and public agencies prior to the April 19, 2022 Hearing's Officer hearing. A majority of the comments received were in opposition to the project but Staff did receive a number of public comments in support of the application. Comments received in opposition expressed concern related to compatibility with nearby agricultural land and potential loss of agricultural land, availability of groundwater, traffic and emergency access impacts, and impacts to wildlife. Staff received a joint agency comment from the Oregon Department of Land Conservation and Development, Oregon Department of Agriculture, and Oregon Fish and Wildlife related to a number of items but primarily focused on the criteria related to the definition of "agricultural land" and "farm use" and how it relates to the subject application.

Comments received in support reference the property's lack of productive soils, potential expansion of rural housing inventory, and potential for vegetation management and wildfire protection as a basis for support.

III. HEARINGS OFFICER RECOMMENDATION

The Deschutes County Hearings Officer held a public hearing on April 19, 2022. Approximately 14 people, not including the applicant's team, provided testimony during the public testimony portion of the hearing.

On June 2, 2022, the Hearings Officer issued a recommendation of approval for the proposed Plan Amendment and Zone Change.

IV. BOARD CONSIDERATION

As the property includes lands designated for agricultural use, Deschutes County Code 22.28.030(C) requires the application to be heard de novo before the Board, regardless of the determination of the Hearings Officer. The record is available for inspection at the Planning Division and at the following link: <https://www.deschutes.org/cd/page/247-21-001043-pa-and-247-21-001044-zc-ed-central-properties-comprehensive-plan-amendment>.

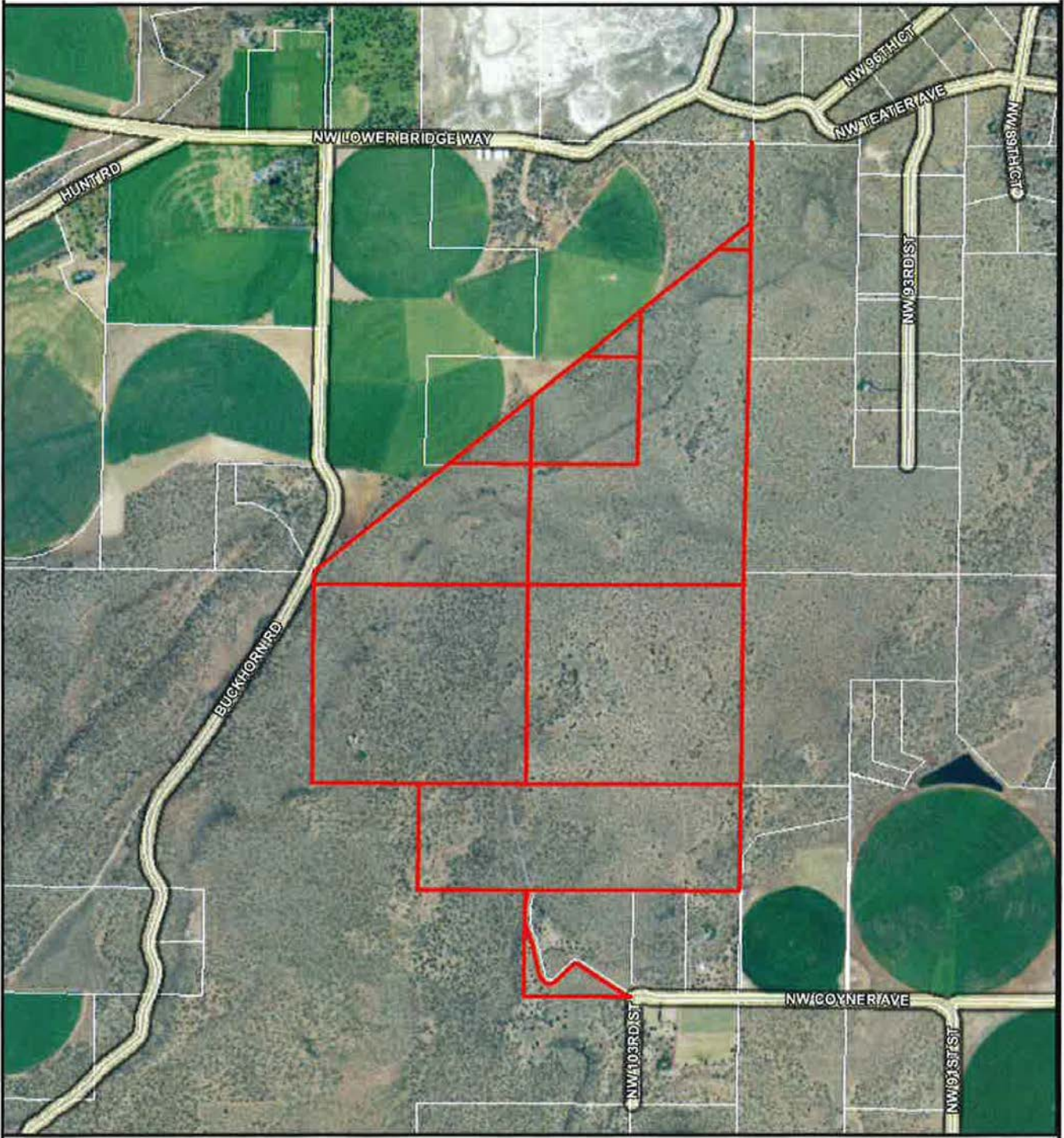
V. NEXT STEPS

Based on the feedback received from the Board at the Work Session, Staff will prepare for the upcoming public hearing.

ATTACHMENT(S):

1. Area Map

Subject Property
File Nos: 247-21-0001043-PA, 22-1044-ZC





**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: Discussion – Prioritizing Discretionary Text Amendments Identified in the Community Development Department (CDD) 2022-23 Work Plan

RECOMMENDED MOTION:
N/A

BACKGROUND AND POLICY IMPLICATIONS:
The adopted CDD FY 2022-23 Work Plan contains several discretionary text amendment proposals varying in complexity and anticipated staff effort. Given the limited nature of CDD resources, Staff requests direction from the Board of County Commissioners (Board) on prioritizing text amendments to pursue over the coming months.

BUDGET IMPACTS:
None.

ATTENDANCE:
Peter Gutowsky, CDD Director
Will Groves, Planning Manager



MEMORANDUM

TO: Deschutes County Board of Commissioners
FROM: Will Groves, Planning Manager
DATE: June 22, 2022
SUBJECT: Discussion - Prioritizing Discretionary Text Amendments Identified in the Community Development Department (CDD) 2022-23 Work Plan

I. SUMMARY

The adopted CDD FY 2022-23 Work Plan contains several discretionary text amendment proposals varying in complexity and anticipated staff effort. Given the limited nature of CDD resources, Staff requests direction from the Board of County Commissioners (Board) on prioritizing text amendments to pursue over the coming months.

II. BACKGROUND

The Board adopted the work plan on June 1 after conducting a public hearing on May 11. Commissioners affirmed the projects listed Tables 1 and 2 and added three zoning text amendments to the list in Table 3. For the purpose of this discussion, staff added a third column to Table 3 to address the complexity of each zoning text amendment.

- Minor (3 to 5 months)
• Moderate (6 to 9 months)
• Significant (12 months or longer)

Table 1 - Priority Discretionary and Non-discretionary Projects

Table with 2 columns and 10 rows of project names under the heading 'Priority Projects'.

1 Current Planning responsibilities are non-discretionary. Local land use decisions are subject to specific deadlines per state law. ORS 215.427.

Table 2 – Operational Responsibilities, Coordination Duties, and Code Maintenance

Category	Projects
Operational Responsibilities	<ol style="list-style-type: none"> 1. Destination Resort and Overnight Lodging Reporting 2. Marijuana inspections 3. Population estimates and forecasting 4. Staffing Historic Landmarks Commission (HLC), Bicycle and Pedestrian Advisory Committee (BPAC), and Mitigation and Advisory Committee (M&E) 5. Participate in 2023 Legislative Session 6. Support internal County departments (new landfill siting, etc.).
Coordination Duties	<ol style="list-style-type: none"> 7. City of Bend Coordination <ul style="list-style-type: none"> • Update and adopt the Bend Airport Master Plan (BAMP) and amend the County’s Comprehensive Plan and Development Code • Coordinate on growth management issues. 8. City of La Pine Coordination <ul style="list-style-type: none"> • Participate in updating County-owned New Neighborhood comprehensive plan designations, master plan, and zoning codes. 9. City of Redmond Coordination <ul style="list-style-type: none"> • Coordinate with City of Redmond and Central Oregon Intergovernmental Council (COIC) on CORE3, a multi-stakeholder regional emergency coordination center • Coordinate on growth management issues. 10. City of Sisters Coordination <ul style="list-style-type: none"> • Participate in the implementation of Sisters Country Vision Plan and City of Sisters Comprehensive Plan Update. • Coordinate on growth management issues. 11. Growth management committees, Bend Metropolitan Planning Organization (MPO), and Oregon Department of Transportation (ODOT) 12. Sage Grouse Coordination
Code Maintenance	<ol style="list-style-type: none"> 13. Housekeeping Amendments

Table 3 – Low Priority Zoning Text Amendments

Category	Projects	Capacity
Zoning Text Amendments	1. Remove 10% reduction limit to property line adjustments in for farm and forest zoned properties	Minor
	2. Amend Deschutes County Code to address wireless telecommunication facilities proposed in Oregon Department of Transportation right-of-way (added by the Board)	Minor
	3. Revisit Ham Radio Tower regulations to reflect building code updates and other issues	Minor
	4. Outdoor Mass Gatherings to be addressed more thoroughly (HB 2790, 2019, allows counties to treat OMG as land use decisions)	Minor
	5. Outdoor and Greenhouse Lighting Control Ordinance to comply with new technologies and Dark Skies best practices	Moderate
	6. Introduce re-platting requirements for major serial lot line adjustments in subdivisions	Minor
	7. Sign code to become consistent with federal law by removing content limitations	Minor
	8. Accessory structure amendments clarifying they must be built concurrent with or after the establishment of a primary residence. Specify allowed facilities (baths, cook tops, wet bar) in residential accessory structures	Minor
	9. Section 6409(a) of the Spectrum Act (Wireless Telecommunication Amendments)	Minor
	10. In conduit hydroelectric generation code amendments	Significant
	11. Amend Deschutes County Code to prevent the siting of future destination resorts (added by the Board)	Moderate
	12. Update regulations pertaining to temporary use of recreational vehicles as dwellings to better address occupancy, sewage, waste, fire hazards, and wetland impacts. (added by the Board)	Moderate

III. PLANNING STAFF CAPACITY

The Planning Division has three (3) unfilled current planning positions (Assistant, Associate, and a recently approved Principal Planner). Recruitment and training for these positions is expected to last into early fall 2022. To ensure timely processing of current planning applications, CDD has allocated approximately

1.0 FTE from long range planning staff temporarily to support current planning. Thus, long range planning resources are currently limited to take on discretionary projects without potentially impacting current planning application review timelines. Capacity is expected to emerge in the fall to initiate one to three minor zoning text amendments or one moderate amendment.

IV. BOARD DIRECTION

Staff seeks Board direction to prioritize up to three minor zoning text amendments or alternatively, one moderate amendment.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 29, 2022

SUBJECT: Consideration of Board approval of document #2022-574, an Oregon Health Authority grant.

RECOMMENDED MOTION:

Move approval of document #2022-574, an Oregon Health Authority grant.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Legislature and Oregon Health Authority have identified that Oregon is in a behavioral health (BH) care workforce crisis. Challenges in delivering services in the high-risk COVID environment and the increasing need for behavioral health care have discouraged qualified individuals from seeking employment with providers serving Oregon's community members who are most vulnerable and impacted by health inequities and injustices. Workforce shortages directly impact the ability of behavioral health care providers to maintain full capacity which, in turn, reduces provider revenues and ability to meet payroll obligations.

Given the urgency of the crisis, House Bill 4004 authorized the Oregon Health Authority to distribute grant funds to behavioral health care providers to increase compensation to the providers' staff and pay hiring and retention bonuses if necessary, to recruit new staff or retain the providers' staff. Applicants must use at least 75% of the grant for direct compensation to staff in the form of wages, benefits, and bonuses, with the remainder (if any) spent on non-compensatory means to increase workforce retention or recruitment. To facilitate administration of the HB 4004 grant program, including the OHA reporting requirements described in this application, applicants will be required to expend all grant funds for authorized purposes by not later than December 1, 2023.

Under the bill, recruitment and retention incentives can apply to the following Behavioral Health positions and support positions:

- Executive Leadership
- Physician/Psychiatrist

- Management (program managers, supervisors, leads)
- Clinical/Medical staff
- Non-clinical staff

Total funds available under this workforce grant are \$3,466,092, with up to 25% (\$866,512) eligible for non-compensatory retention strategies.

Signing and Retention Compensation: (appx. \$2.6 million)

BH and BH support positions are eligible for signing and retention bonuses. Acceptance of any signing or retention bonus shall be voluntary and shall require a stay commitment to be memorialized by a written agreement obligating the employee to work directly for or in support of DCBH.

2 Year Stay Agreement Bonus compensation to be offered as follows:

1. Medical Director and Health Officer - \$20,000 signing bonus with two-year stay agreement;
2. Psychiatrists and Psychiatric Nurse Practitioners, Public Health Nurse IIs (BH programs only) and Behavioral Health Supervisors – signing/retention bonus for \$15,000 with two-year stay agreement;
3. Behavioral Health IIs Licensed and Unlicensed and Data Analysts – signing/retention bonus for \$10,000 with two-year stay agreement;
4. All other eligible BH and BH support staff – signing/retention bonus for \$5,000 with two-year stay agreement, signing bonuses will not be offered;
5. Additional differential for all Crisis Program positions – signing bonus for \$2,000 for two-year stay agreements.

BH Workforce Incentive Program Fund: (\$866,500)

HB 4004 permits up to 25% of total resources to be expended on “non-compensatory means to increase workforce retention or recruitment” strategies. DCHS intends to grant the amount above to a fiscal agent to establish a fund out of which to expend dollars for the following strategies:

- **Tuition Reimbursement:** Tuition reimbursement shall require a minimum two (2) year written agreement obligating the employee to work directly for the Behavioral Health Program and to provide clinical services or be required to pay back a prorated portion of their tuition reimbursement received. Employees are not eligible for tuition reimbursement during the first six (6) months of their probationary period, as defined in Article 5 of the AFSCME Contract. Tuition reimbursement under this fund differs from current county policy in that it provides 100% reimbursement of tuition costs and requires post completion stay agreement with the 100% reimbursement level.
- **Staff Satisfaction and Development:** Funds may be used to cover contract expenditures for on-site wellness activities, and staff development efforts such as Trauma Informed

Care and DEI Training.

- Additional Recruitment Incentives: If adequate resources remain, funds may be used to reimburse further recruitment incentives beyond the December deadline.

BUDGET IMPACTS:

\$3,466,092, with up to 25% (\$866,512) eligible for non-compensatory retention strategies.

ATTENDANCE:

Janice Garceau, Director, Behavioral Health Division

Cheryl Smallman, Health Services Business Officer

Cheryl Smallman

Subject: FW: Updated HB 4004 Grant award

From: Bledsoe Gregory B <GREGORY.B.BLEDSOE@dhsoha.state.or.us>
Sent: Wednesday, June 1, 2022 2:58 PM
To: Janice Garceau <Janice.Garceau@deschutes.org>
Subject: Updated HB 4004 Grant award

[EXTERNAL EMAIL]

Date: 6/1/2022
Name: Deschutes County Health Services
Address: 2577 NE Courtney Drive
City, State, and Zip Code: Bend, OR 97701

Dear Janice:

Thank you for submitting a Workforce Stability Grant (HB 4004) application.

Congratulations. Based upon the criteria for eligibility set forth in [HB 4004](#), you have been awarded a Workforce Stability Grant totaling \$3,466,092.45.

If you have direct deposit set up with the state of Oregon, you will receive funds deposited directly into that account. If not, you will be issued a check for this amount to the address submitted on your application. We expect to begin making payments next week.

As provided in HB 4004 and in the grant application, 75% of this one-time grant funding must be used for direct compensation to staff in the form of wages, benefits, and bonuses, with the remainder (if any) spent on non-compensatory means to increase workforce retention or recruitment.

Please note that grant recipients are required to file two reports detailing the use of the awarded funding. More information about those reports and an upcoming informational webinar on May 26th from 12-1:00 PM can be found on the [Workforce Stability Grant webpage](#).

Please direct any questions you may have to Greg Bledsoe at gregory.b.bledsoe@dhsoha.state.or.us

Once again, congratulations. We appreciate the important work you are doing to serve Oregonians with behavioral health needs.

Sincerely,

Steve Allen

For the latest on Oregon's COVID-19 response, please go here:

<https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/DISEASESAZ/Pages/emerging-respiratory-infections.aspx>

For the latest on Oregon's COVID-19 Temp OAR changes please go here:

<https://www.oregon.gov/OHA/HSD/Pages/Mental-Health-Rules.aspx>



HEALTH SYSTEMS DIVISION

Kate Brown, Governor

Oregon
Health
Authority

April 15, 2022

To: All Behavioral Health Providers

From: Steve Allen, Behavioral Health Director

500 Summer Street NE, E-86

Salem, OR 97301-1118

Voice: 503-945-5763

Fax: 503-378-8467

TTY: 800-375-2863

www.oregon.gov/OHA/hsd/amh

HB 4004 (2022 Regular Session) Workforce Stability Grant

Purpose

Oregon is in a behavioral health care workforce crisis. Challenges in delivering services in the high-risk COVID environment and the increasing need for behavioral health care have discouraged qualified individuals from seeking employment with providers serving Oregon's community members who are most vulnerable and impacted by health inequities and injustices. Workforce shortages directly impact the ability of behavioral health care providers to maintain full capacity which, in turn, reduces provider revenues and ability to meet payroll obligations.

Given the urgency of the crisis, House Bill 4004 authorizes the Oregon Health Authority to distribute grant funds to behavioral health care providers to increase compensation to the providers' staff and pay hiring and retention bonuses if necessary, to recruit new staff or retain the providers' staff. Applicants must use at least 75% of the grant for direct compensation to staff in the form of wages, benefits, and bonuses, with the remainder (if any) spent on non-compensatory means to increase workforce retention or recruitment. To facilitate administration of the HB 4004 grant program, including the OHA reporting requirements described in this application, applicants will be required to expend all grant funds for authorized purposes by not later than December 1, 2023.

Applications will be accepted from the following providers:

- Mental health or substance use disorder crisis line providers; or
- Urban Indian Health Programs in Oregon; or
- Tribal Behavioral Health Program grant recipients in Oregon; or
- Behavioral health care providers (services and supports for individuals with mental health or substance use disorders) that meet the following criteria:
 - Serve adults or youth, at least 50% of whom are uninsured, enrolled in the state medical assistance program (Medicaid), or enrolled in Medicare
 - Are not hospitals; and
 - Qualify as one or more of the following:
 - Certified by Oregon Health Authority to provide behavioral health care
 - Provides behavioral health care through program contracting with or administered by the Oregon Youth Authority
 - Provides behavioral health rehabilitation services through a program contracting with or administered by the Department of Human Services
 - Licensed opioid treatment program

If you need this letter in an alternate format, please call 503-945-5763 (Voice) or 800-375-2863 (TTY)
An Equal Opportunity Employer

- Provides withdrawal management services; or
- Is a sobering center.

To receive funds for retention and recruitment applicants must provide the following information utilizing the link by May 4th at 5 pm (PST). The information necessary to complete the application is as follows:

- Attestation by an authorized representative that: (1) the applicant is an eligible applicant and the basis for such eligibility; (2) the applicant has reviewed, understands, and acknowledges the terms and conditions of receiving grant funds under HB 4004 as described in this application and the applicant agrees to comply with all terms and conditions; and (3) all information provided to OHA in connection with this application is true and correct, and the applicant agrees to notify OHA immediately in writing if the applicant becomes aware that any such information is inaccurate or incomplete.
- Total staffing costs (gross pay) for Oregon operations, including benefits, for one month. (Please do not include independent contractors who are not employees, such as consultants or contract nurse/providers).
- Include filled and vacant positions, including but not limited to the staffing categories below.
 - Executive Management
 - Physicians/Psychiatrists
 - Management (program managers, supervisors, leads)
 - Clinical/Medical staff
 - Non-clinical staff (including peers, billing, maintenance, environmental services, administrative support)
- Use the most recent month within Q1 2022 that has available data. Please specify the month for which data is being submitted.
- A description of any programs or other non-compensatory means to increase workforce retention or recruitment that the provider proposes to support with the grant and how such programs or other non-compensatory means are designed to increase workforce retention or recruitment.
- Providers receiving grant funds are encouraged by OHA to develop and set in motion innovative recruitment and retention strategies that serve to increase staff diversity and cultural responsiveness and expedite filling open positions. A one-page summary of the provider's recruitment and retention strategies will be required as part of the Interim Incentive Distribution Report due on August 1, 2022.

Any portion of a grant that is not spent as provided in this application and in Section 1 of HB 4004, which is incorporated into this application, constitutes an overpayment that OHA may recover from a provider.

Please provide notification to OHA of any unspent funds by December 15, 2022.

Two reports (an Interim Incentive Distribution Report and Final Report) must be submitted.

Interim Incentive Distribution Report due August 1, 2022.

Information required:

Specific amounts provided as of July 31, 2022, to each category of staff listed below for recruitment and retention bonuses.

- Executive Leadership
- Physician/Psychiatrist
- Management (program managers, supervisors, leads)
- Clinical/Medical staff
- Non-clinical staff

Number of vacant positions filled

Recruitment Strategy

Please provide a one-page summary of direct compensation to the provider’s staff and programs or other non-compensatory means to increase workforce retention or recruitment that the grant has supported, and how those efforts impacted workforce retention or recruitment. If grant funds have not been fully expended, please include a summary of plans to expend additional grant funds between August 1, 2022, and December 1, 2022.

Final report due December 30, 2022

Information required:

Number of unfilled positions as of April 1, 2022 (submitted on RFA)

Number of unfilled positions as of December 30, 2022

A final report accounting for all expenditures of grant funds, including the amount of grant funds expended on direct compensation to provider’s staff and the amount of grant funds expended on other programs or other non-compensatory means to increase workforce retention and recruitment.

Please share your perspective on the degree to which this incentive

- Helped provider retain staff
- Helped provider recruit new staff
- Contributed to an overall sense of well-being and a supportive work environment for provider staff

Rating Scale:

- 1- No Impact
- 2- Mixed results, minimal impact overall
- 3- Mixed result, positive impact overall
- 4- Significant positive impact

Additional narrative to outline your organization's experience with specific examples of how this incentive:

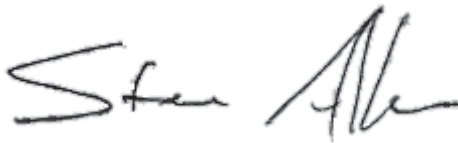
- 1) Based on your answer above, please explain with specific examples how this incentive:**
 - **Helped provider to retain staff**
 - **Helped provider to recruit new staff**
 - **Contributed to the overall sense of well-being and a supportive work environment for provider staff**
 - ***Please limit to 500 words***
- 2) From a consumer perspective, please share specific examples of how this incentive did or did not enhance member experience (access, care coordination, engagement, etc.)**
Please limit to 250 words

Application Link: [HB 4004 Workforce Stability Grant Application](#)

OHA will supply a report template for all reports due to OHA associated with the funds awarded.

For questions, please contact Greg Bledsoe at gregory.b.bledsoe@dhsosha.state.or.us or you may contact Greg directly at 503-975-2025

Sincerely,



Steve Allen
Health Systems Division
Oregon Health Authority
503-449-7643